



Sample Questions for ACCI Exam

The ACCI exam consists of a number of multiple choice questions in each of four areas:

- CCI Code of Ethics and Standards of Professional Conduct (10 questions)
- Condominium across Canada (25 questions)
- Condominium relevant to your province (25 questions)
- Condominium relevant to your profession and province (25 questions)

Exam questions are generally of three types:

- Brief case studies, based on the Code of Ethics and Standards of Professional Conduct
- Brief case studies, based on case law
- Subtle differences between answers, typically based on the provincial legislation governing condominiums/strata
- Clear differences between answers

In all instances, you should select the answer that, in your opinion, is correct or most correct.

Ethics Case Studies

The Ethics section of the exam consists entirely of cases, outlining a situation you may encounter in your practice. It offers four possible ways of behaving in that situation, and you should choose the answer that reflects the way you would act, given that you are governed by the Code.

- Q.** The legislation governing condominiums/strata is being overhauled in your province, and you are part of the CCI team developing a response to the draft legislation. In your review, you identify a section that is a clear improvement in the protection of the rights of owners, but would put your profession at a disadvantage. What do you do?
- a.** Develop a response to the section that safeguards the advantage to your profession at whatever cost to the rights of condominium owners.
 - b.** Develop a response to the section that preserves the advantage to your profession while, at the same time, preserving the improvement in owners' rights.
 - c.** Develop a response to the section that preserves as much as possible both the advantage to your profession and the improvement in owners' rights, while recognizing that preservation of the owners' rights is most important.
 - d.** Develop a response to the section that lauds the improvement in owners' rights and does not comment on the disadvantage to your profession.

Legal Case Studies

This type of case study is drawn from case law as reported in the *CCI Review* over the last few years, or proposes a hypothetical situation that may be encountered under the law. You are asked how it was

(or, in the hypothetical case, should have been) decided, given the Act governing condominiums/strata in your province. The following example is based on the Ontario *Condominium Act, 1998*; professionals in other provinces will find the cases based on their own legislation.

- Q.** A purchaser agrees to buy a unit in a condominium corporation from the declarant. The corporation has been registered for 18 months, and is mid-way through its fiscal year. The declarant provided a disclosure statement based on information current at the time of registration. When the purchaser took possession, he discovered that the corporation had changed its budget two months earlier, resulting in a 40% increase in common element fees which the declarant, in error, did not disclose. The purchaser sued the declarant to rescind the contract of purchase and sale, alleging that the increase in common element fees was a material change to the information in the disclosure statement and should have been disclosed to him. How should the court rule?
- a.** In favour of the purchaser, since the increase in fees constituted a material change under the Act.
 - b.** In favour of the purchase, since the increase in fees, while not a material change under the Act, was of such a magnitude as to have caused the purchaser to rescind his offer had it been disclosed.
 - c.** In favour of the declarant, since a change in budget made more than a year after registration did not constitute a material change under the Act.
 - d.** In favour of the declarant, since the non-disclosure of the increase in fees was inadvertent and not intentional.

Subtle Differences in Answers

These questions and answers require careful reading of the legislation governing condominiums/strata as the answers are generally very similar; incorrect answers may omit information, include incorrect information, or misstate information. The following example is based on the British Columbia *Strata Property Act, 1998*; professionals in other provinces will find questions based on their own legislation.

- Q.** The Act poses restrictions on the contracting powers of an owner developer that is responsible for exercising the powers and performing the duties of a council. According to the Act, what are these?
- a.** In the period after the first conveyance of a strata lot to a purchaser but before the first annual general meeting, no contract or transaction may be entered into by or on behalf of the strata corporation with either the owner developer or a person who is not at arm's length to the owner developer, unless the contract or transaction is approved by a resolution passed by a unanimous vote at a special general meeting.
 - b.** In the period before the first annual general meeting, no contract or transaction may be entered into by or on behalf of the strata corporation with either the owner developer or a person who is not at arm's length to the owner developer, unless the contract or transaction is approved by a resolution passed by a unanimous vote at a special general meeting.
 - c.** In the period after the first conveyance of a strata lot to a purchaser but before the first annual general meeting, no contract or transaction may be entered into by or on behalf of the strata corporation with either the owner developer or a person who is not at arm's length to the owner developer, unless the contract or transaction is approved by a resolution passed by a $\frac{3}{4}$ vote at a special general meeting.
 - d.** In the period after the first conveyance of a strata lot to a purchaser but before the first annual general meeting, no contract or transaction may be entered into by or on behalf

of the strata corporation with either the owner developer or a person who is not at arm's length to the owner developer, unless the contract or transaction is approved by a resolution passed by a majority vote at a special general meeting.

Clear Differences in Answers

The correct answer to this type of question will be clear on first reading to a properly knowledgeable professional. The following example is based on the *Alberta Condominium Property Act*; professionals in other provinces will find questions based on their own legislation.

- Q.** Under the Act, a developer's management agreement can, subject to a specified notice period, be terminated. What is that notice period?
- a.** 30 days.
 - b.** 60 days.
 - c.** 90 days.
 - d.** The Act does not specify the notice period.

The nature of the questions varies based on your profession. As an example, condominium managers will not be asked questions about the registration of a declaration and description (or the equivalent process in their respective provinces).

We suggest you read our technical support Frequently Asked Questions (FAQ) before beginning your exam for information on necessary software and how to navigate the exam. The FAQ can be found [here](#).

We wish you the best of luck!