



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL
PROPERTY)**

Case reference : **CAM/00MG/LVL/2025/0005**

Property : **15 Amethyst House, 605 South Fifth
Street, Milton Keynes,
Buckinghamshire, MK9 2DG**

Applicants : **Ann Savell (1)
Alan Savell (2)**

Respondent : **Avon Ground Rents Ltd**

Representative : **Piers Harrison, instructed by Scott
Cohen Solicitors Ltd**

Type of application : **Variation of a lease by a party to the
lease (section 35 Landlord and Tenant
Act 1987)**

Tribunal members : **Judge Bernadette MacQueen
Judge David Wyatt**

Date of notice : **11 December 2025**

NOTICE THAT A CASE HAS BEEN STRUCK OUT

**PURSUANT TO RULE 9 OF THE TRIBUNAL PROCEDURE (FIRST-
TIER TRIBUNAL) (PROPERTY CHAMBER) RULES 2013**

1. The application is struck out under Rule 9(3)(e) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (the 2013 Rules) as the Tribunal considers there is no reasonable prospect of the Applicants' application succeeding.

Background

2. The Applicants sought to vary their lease of 15 Amethyst House, 605 South Fifth Street, Milton Keynes, Buckinghamshire, MK9 2DG (the Property) under section 35 of the Landlord and Tenant Act 1987 (the 1987 Act).

3. The Applicants stated that the lease dated 10 March 2008 and made between Abbeygate Helical (C4.1) LLP (1) and Kingsoak Homes Limited (2) (the Lease) was defective because:
 - i. the Lease had inadequate provisions relating to the repair/maintenance of the Property or building;
 - ii. the insurance provisions of the Lease were inadequate; and
 - iii. the Lease had inadequate provisions for the repair/maintenance of any installation required for a reasonable standard of accommodation.
4. The Tribunal by directions dated 13 October 2025 expressed concerns that the application may have no reasonable prospect of success, identified basic initial issues and determined that a case management hearing should be held in order to consider whether to strike out the case under rule 9 of the 2013 Rules or clarify the issues in dispute and give further directions.
5. In preparation for the Case Management Hearing, the Tribunal made directions for the Applicants to prepare a short statement responding to the issues that the Tribunal identified in its directions of 13 October 2025. The Respondent was directed to provide a short statement in reply.

Case Management Hearing – 8 December 2025

6. Ann Savell and Alan Savell appeared as litigants in person. The Respondent was represented by Piers Harrison of Counsel, instructed by Scott Cohen Solicitors. Other leaseholders attended to observe.
7. The Tribunal had before it the Applicants' statement of case dated 27 October 2025, and the Respondent's statement of case dated 6 November 2025. The Applicant provided a response to the Respondent's statement of case dated 10 November 2025.

Addition of Party

8. Alan Savell made an application to be joined as a party as he was a joint leaseholder of the Property. No objection was made by the Respondent.
9. The Tribunal added Alan Savell as a party to these proceedings under Rule 10 of the 2013 Rules on the basis that he was a leaseholder of the Property.
10. The parties addressed the issues that the Tribunal had set out in their directions of 13 October 2025 as follows:

Applicants' Submissions

11. The Applicants confirmed that their application related to what they described as a “boosted/pressurized cold water pipe” which ran between the service corridor isolation valve and the individual stopcock that is within the Property. They told us that their stopcock was combined with a pressure-reducing valve, reducing the high pressure in the pipe running into their flat down to a normal pressure for domestic installations.
12. It was the Applicants’ position that the Lease should be varied so that the Applicants’ responsibility for the pipework began and ended at their stopcock in the Property. The Applicants’ submitted that by using their stopcock as a point of demarcation, the part of the pipe that the landlord was responsible for and the part that the tenants were responsible for would be clearly defined.
13. It was the Applicants’ position that the inadequate provisions within the Lease meant that their obligations were not clearly defined. The Applicants’ position was that they were unable to repair and maintain the boosted/pressurized cold water pipe. This was because the isolating valve was within a locked service cupboard that only the landlord had access to. Further, they submitted that as the system was a high pressurized water system, domestic trained plumbers were not able to carry out repair and maintenance to this pipe. They alleged that the (or a) landlord had previously repaired a high pressure pipe but later refused to do so, and expressed concerns about a serious leak caused when a plumber working on another flat failed to secure the stopcock/supply pipe before turning the fitting below it.
14. As to the insurance provisions, it was the Applicants’ position that given that a leaseholder can only insure the contents of their own property, they were unable to insure the pipe because it was a pipe that was shared with other leaseholders. The Applicants therefore submitted that the insurance provisions within the Lease were inadequate.
15. The Applicants told the Tribunal that their application related only to their Property, but it was their expectation that other leaseholders would make similar applications to the Tribunal if the Tribunal varied the Applicants’ Lease.
16. The Applicants’ proposed variations to the Lease are set out in the Schedule. They included:
 - amending the definition of “Service Media” to include reference to the stopcock which exclusively serves the Property;
 - amending the description of the demised Property to include reference to the stopcock that resides within the Property; and
 - amending a repair obligation to include reference to conduits that are after the stopcock that exclusively serve the Property.
17. The Applicants asked the Tribunal not to strike their application out.

Respondent's Submissions

18. The Respondent's position was that the application should be struck out as it disclosed no reasonable grounds for a lease variation.
19. The Respondent submitted that the Lease made adequate provision for repair and maintenance of the "boosted/pressurized cold water pipe" within the Property and the building. Responsibility for repair and maintenance was set out in the Lease by reference to Service Media "exclusively serving" the demised premises. The tenants were responsible for conduits that "exclusively served" the Property, and the landlord was responsible for the communal supply pipe which did not "exclusively serve" the Property.
20. The Respondent referred the Tribunal to Ross on Commercial Leases and Butterworths Property Law Service Precedents and noted that the phrase "exclusively serving the Property" was a standard and well understood phrase that was commonly used in Leases.
21. The Respondent submitted that the insurance provisions were also adequate given that there was no requirement for the leaseholders to insure the pipe.
22. Additionally, the Respondent noted that if one lease was varied, the other leaseholders would be prejudiced by becoming responsible for the repair costs for that lease through the service charge, so would have to be notified of the application. Further, the Respondent submitted that the Applicants themselves could be prejudiced as when selling the Property, a lease varied in the way proposed by the Applicants could necessitate the requirement for additional surveys and expense. The Respondents also criticised the Applicants' proposed variations, as noted below.

Tribunal Decision

23. The application is struck out as the Tribunal finds there is no reasonable prospect of the Applicants' application succeeding. The Tribunal makes this determination for the following reasons:

The Lease Provisions relating to repair/maintenance

24. The demised Property includes "all conduits which are laid in any part of the Building and serve exclusively the Property". It excludes "any part or parts of the Building (other than conduits expressly included) lying above the said surfaces of the ceilings or below the said floor surfaces".
25. Paragraph 3.1 of Schedule 3 makes provision for repair as follows:

"At all times during the Term to maintain and keep the Property clean and in good repair and condition and in particular as occasion requires thoroughly to clean all windows of the Property and all cisterns serving the Property and to keep all conduits now laid or hereafter to be laid for

the exclusive service of the Property in good repair and condition and free from obstruction provided that:...

3.1.2 before repairing any conduits [the tenant] will give notice to the Lessor stating the nature of the defect or damage thereto and in repairing the same will comply in all respects with the requirements of the Surveyor or the Lessor and of all local and statutory bodies having jurisdiction in the matter...”

26. At clause 4.1 of the Lease, the landlord covenants to provide building management services which includes an obligation to keep the Service Media other than those exclusively serving the Property in good repair and condition. The Lease defines “Service Media” as:

“all water surface water foul water gas electricity and telephone television audio fax electronic and data information communication pipes drains wires and cables and all other services conducting media conduits and apparatus which do not serve exclusively any premises on the Estate”

27. In part, the documents produced by the Applicants are not seeking lease variation at all. They are in effect asking the tribunal to “clarify” (determine) which pipes exclusively serve their flat, or suggesting that uncertainty about this means the lease provisions are unsatisfactory.
28. This jurisdiction does not enable the tribunal to give stand-alone declarations. Further, the directions made it clear that the Applicants needed to give a clear description of the relevant pipes, including whether or why it was being said that any pipe did not exclusively serve the flat. They have not done so. They have produced only diagrams which illustrate their overall assertions about the general supply arrangements in the building, not any actual pipework. The Respondent agrees that the Applicants are not responsible for the communal supply pipe in the corridor because it does not exclusively serve their premises. As Mr Harrison observed, the actual pipework between that communal pipe and the flat may be more complex than has been suggested or vary in different flats; he said that in No.36 three pipes led down from the suspended ceiling into the flat and only one had a stopcock.
29. In those circumstances, the Applicants have stated no cogent case that their lease fails to make satisfactory provision. The landlord’s obligation is for the repair of common parts which serve more than one property, and the tenant’s obligation is for repair of conduits which exclusively serve the demised premises. That is standard, as was pointed out. We recognise the practical work needed to inspect and work on conduits located beyond the interior of the flat, but at least some of this pipework may be more readily accessed from inside the flat than anywhere else.
30. Further, the Lease gives the tenant the right (in Schedule 2) to enter the common parts to inspect/repair, with provision (in Schedule 3, as set out above) for the tenant to notify the landlord when work on conduits is proposed so that any requirements can be accommodated. The Lease

therefore contains a mechanism whereby any maintenance or repairs to pipes can be arranged. This mechanism means that the landlord is notified of any work that a tenant is proposing to undertake, and ensures that if it is necessary, the landlord can arrange for the water supply to be isolated, with advance warning to the occupiers who will be affected.

31. We recognise the Applicants' serious concerns about the high pressure system and previous leaks (it was said the buildings insurance excess was very high), and that they would naturally prefer the landlord and the service charge to be responsible for everything beyond their stopcock. However, they told us that the landlord had repaired such pipes badly in 2019 and then refused to carry out any further work to such pipes, so the affected leaseholder of No.11 had then obtained consents and repaired the pipe supplying them. No schematics were available, so their commercial plumbers had attended and the water to the corridor had been shut off for the day, returning with the water shut off again on a later day when they had sourced the correct replacement pipe. Ms Savell accepted that this had worked, although it had not been possible to do the work without the landlord's team to obtain access. Mr Savell alleged that the landlord's team were unable themselves to manage this specialist water system.
32. Again, the Applicants do not seem to be describing any unsatisfactory provisions in their lease. They seem to be telling us that the landlord has been unable to produce any information about the detailed pipework on their floor and has previously procured defective repairs to such pipework - but other leaseholders have been able to arrange for suitable specialist plumbers to carry out inspections and repairs to be carried out pursuant to the existing lease provisions.

Insurance Provisions within the Lease

33. Similarly, the Applicants have stated no cogent case that the insurance provisions are unsatisfactory. The landlord covenants to insure the Building and other specified areas. The Respondent admitted that this would include conduits and insuring all utility services in the building was their responsibility. They said the pipe was insured by them.

Proposed Variations

34. The directions warned that lease variation cases are not straightforward and in the situation described would normally call for specialist legal advice and very carefully drafted provisions. In response, the Applicants proposed only the amendments reproduced in the Schedule to this decision, similar to those proposed in their original application. At the hearing, Ms Savell explained that they had brought this case as a test, to see if their proposed simple solution might be workable, so that if it was other leaseholders could make similar applications. They had not taken advice because the cost was prohibitive. She accepted that this was not ideal.

35. The directions gave the Applicants a second opportunity to state a cogent case, particularly by producing workable proposed lease variation wording. They have not done so. There is no reasonable prospect of the tribunal making the amendments proposed by the Applicants. These do not demonstrate adequate care (their proposed varied wording does not match accurately with the existing lease provisions and does not show some of the changes which their wording would make). Even taking time to fill in the gaps and attempt ourselves to correct what they have produced, we accept Mr Harrison's submissions that the proposed wording is inadequate.
36. The Tribunal does not find the Applicants' proposal to use the stopcock as the division within the definition of "Service Media" workable. The definition of "Service Media" under the Lease needs to include all service media serving the property, not just water pipes. The Applicants' wording cannot work in relation to cables, for example.
37. Further, we accept that the proposed wording is not coherent and does not address corresponding provisions in other parts of the Lease, such as other references to conduits and (for example) the landlord's repairing obligations in paragraph 2 of Schedule 5.
38. Additionally, the application is made in relation to the Property only, when the Property is part of a large building with many other leaseholders. If only one lease within the building was varied, this would inevitably make the management of the building more complicated and create uncertainty. The Tribunal does not accept the Applicants' position that if the Tribunal varied the Lease, other leaseholders could make their own application. There is no evidence before the Tribunal that every leaseholder would wish to make such an application; on the contrary, Ms Savell explained the difficulty of tracing over 200 leaseholders. If some leaseholders applied, such as the members of the residents association mentioned, leaving different patterns of responsibility in different areas, that is likely to make management more difficult.
39. We do not criticise the Applicants for experimenting with what they hoped might be a simple solution by reference to their stopcock. However, a lease variation case of this type would be difficult and expensive to pursue even if it had a reasonable prospect of success. It would not be in accordance with the overriding objective to attempt to pursue this application any further.
40. For the reasons set out above, the application is therefore struck out under Rule 9(3)(e) of the 2013 Rules. There is no reasonable prospect of the Applicants' application succeeding. We cannot advise, but we hope their time and resources will be better focussed on practical arrangements to help gain a better understanding of the pipework and procure any appropriate repairs/precautions, using their existing rights and any other options available to them. We repeat that they may wish to take legal/expert advice.

Name: Judge Bernadette MacQueen

Date: 11 December 2025

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

Schedule Varied wording proposed by Applicants

“Page 4: "Service Media" means all water surface water foul water gas electricity and telephone television audio fax electronic and data information communication pipes drains wires and cables and all other services conducting media conduits and apparatus which run throughout the building up to and including those that run directly to the stopcock which serve exclusively any premises on the Estate

Page 13 Schedule 1 - Part 1 - Description of the Property Point 1.4: all conduits which are laid within the property up to and connected to the stopcock that resides within the property and serves exclusively the Property after said stopcock and which can isolate the property from the rest of the building; and

Page 13 Schedule 1 - Part 1 - Description of the Property Point 1.9: any part or parts of the Building including the glass therein but not the external decoration surfaces);

Page 19 Schedule 3 : TO REPAIR 3.1 At all times during the Term to maintain and keep the Property clean and in good repair and condition and in particular as occasion requires thoroughly to clean all windows of the Property and all cisterns serving the Property and to keep all conduits now laid or hereafter to be laid after the stopcock serving exclusively the Property in good repair and condition and free from obstruction provided that:"