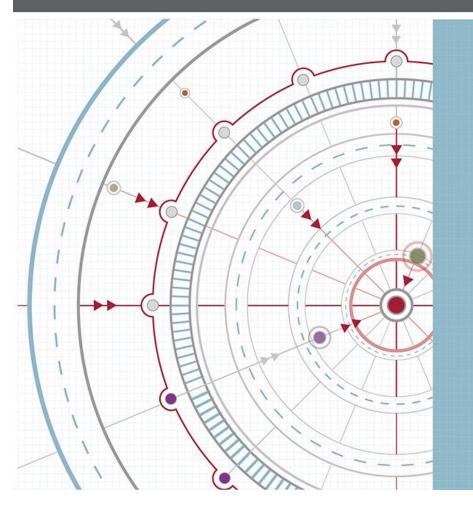
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# IFRS 16 Leases: Drilling Down

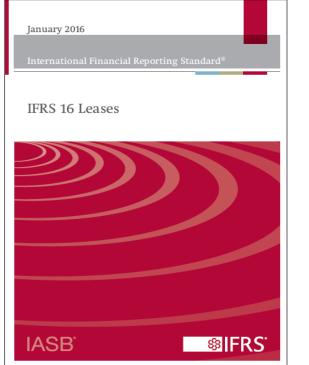
Emerging Economies Group May 2018 Agenda paper 1A

The views expressed in this presentation are those of the presenter, not necessarily those of the International Accounting Standards Board (the Board) or IFRS Foundation.



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# **New Leases Standard**



- IFRS 16 Leases published in January 2016
  - replaces IAS 17 and related interpretations
  - changes lessee accounting substantially
  - little change for lessors
- Effective date 1 January 2019
  - early application permitted (only with application of IFRS 15 *Revenue from Contracts with Customers*)



### Program for today Drilling Down

- Definition of a lease
- Exceptions
- Measurement
- Modifications
- Enforceable rights
- Transition



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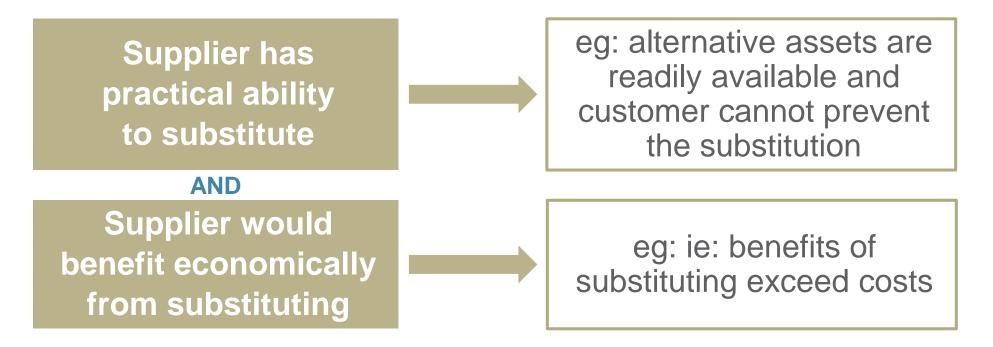


A contract is, or contains, a lease if the contract conveys the right to control the use of an **identified asset** for a period of time in exchange for consideration



### Identified Asset Substantive Substitution Rights

If the supplier has a **substantive right to substitute** the asset, there is no identified asset and no lease





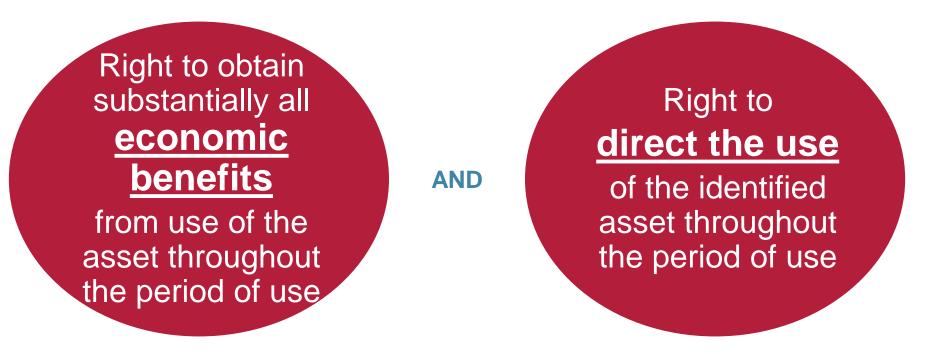
### Identified Asset Portions of assets

A portion of a bigger asset is an identified asset if it is physically distinct

eg: a **floor of a building** could be an identified asset eg: a capacity portion of a fibre optic cable is unlikely to be an identified asset

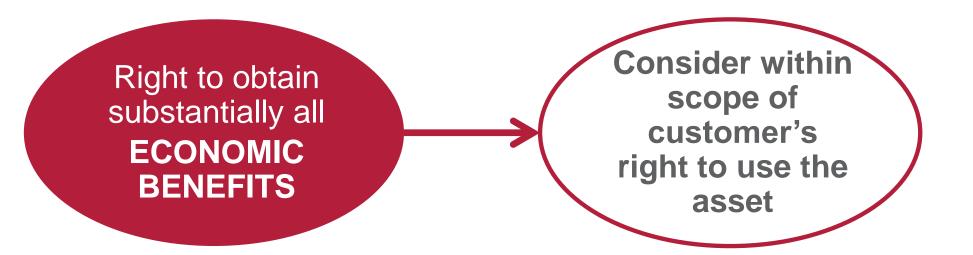


A contract is, or contains, a lease if the contract conveys the **<u>right to control the use</u>** of an identified asset for a period of time in exchange for consideration





### Right to control the use Economic benefits





### Right to control the use Direct the use

Key consideration is which party directs how and for what purpose the asset is used throughout the period of use:

Customer	Customer has the right to direct the use		
Predetermined	<ul> <li>Customer has the right to direct the use <u>if</u>:</li> <li>➢ customer has the right to operate the asset throughout the period of use; <u>or</u></li> <li>➢ customer designed the asset in a way that predetermined how and for what purpose it will be used</li> </ul>		



### Right to control the use Direct the use

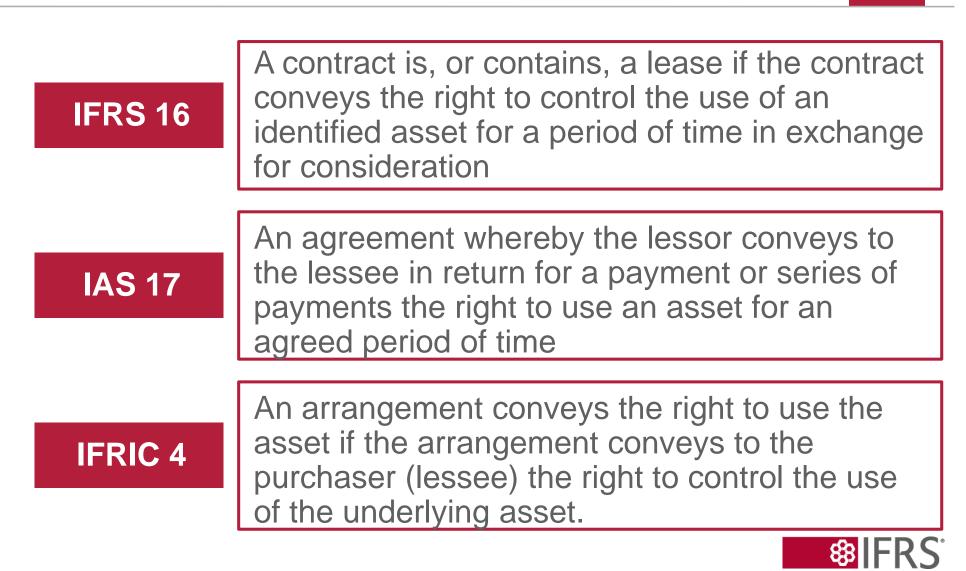
How and for what purpose the asset is used

Can the customer change how and for what purpose the asset is used?

Consider the most relevant decision making rights



# **Comparison to IAS 17/IFRIC 4**



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### Example 1 Retail space

#### Facts:

- Contract for use of retail unit in shopping centre.
- Contract says unit can be used only to operate Retailer's well known brand during hours that centre is open.
- Customer decides on mix of goods sold, selling prices, and inventory held.
- Contract also includes cleaning, security and advertising services.

Factor	Met ?	Comments
Identified asset	$\checkmark$	Retail space is explicitly specified—no substantive substitution rights.
Right to obtain economic benefits from use		Retailer has exclusive use of retail space for the contract term.
Right to direct the use	$\checkmark$	Retailer makes all decisions about use of retail space, including the mix and pricing of goods sold. Restrictions on use do not prevent Retailer from controlling the use.



### Example 2 Airport concession

#### Facts:

- Contract for specified amount of space in airport.
- Space may be at any one of several boarding areas—Airport Operator can change space allocated to Coffee Co at any time.
- Minimal costs associated with changing space— Coffee Co's kiosk can be moved easily.

Factor	Met ?	Comments
Identified asset	Х	Coffee Co does not have exclusive use of a particular piece of space in airport.
Right to obtain economic benefits from use	Х	Contract is for a specified amount of space but this space can change at any time at direction of Airport Operator.
Right to direct the use	Х	N/A.

Conclusion: .....



### Example 3 Shipping Contract

#### Facts:

- Contract for use of ship (oil tanker).
- Customer decides when and to which ports the ship sails, and the oil to be transported, throughout contract term.
- Shipowner's crew operate and maintain the ship, and eg decide if waters too hazardous to travel.
- Contract prevents Customer from hiring another operator.

Factor	Met ?	Comments
Identified asset	$\checkmark$	Ship is explicitly specified— no substantive substitution rights.
Right to obtain economic benefits from use		Customer has exclusive use of ship for the contract term.
Right to direct the use	$\checkmark$	Customer makes decisions about how and for what purpose the ship is used—it decides where, when and if the ship sails, and what oil is transported.

Conclusion: .....



### Example 4 Outsourcing Contract

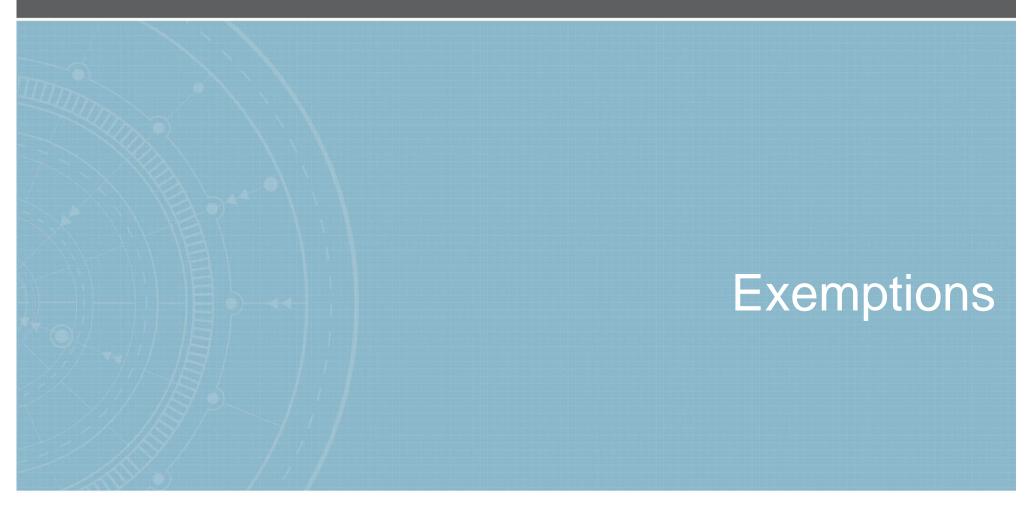
#### Facts:

- Contract to purchase particular type, quality and quantity of shirts.
- Supplier has only one factory that meets needs of Customer—capacity of factory exceeds quantities ordered by Customer.
- Supplier makes all decisions about operations of factory.

Factor	Met ?	Comments
Identified asset	$\checkmark$	Factory is implicitly specified.
Right to obtain economic benefits from use	Х	Customer does not have exclusive use of factory— Supplier can decide to use excess capacity to fulfil other customers' contract.
Right to direct the use	Х	Customer only specifies output at the beginning of the contract—it has same rights as other customers purchasing shirts.



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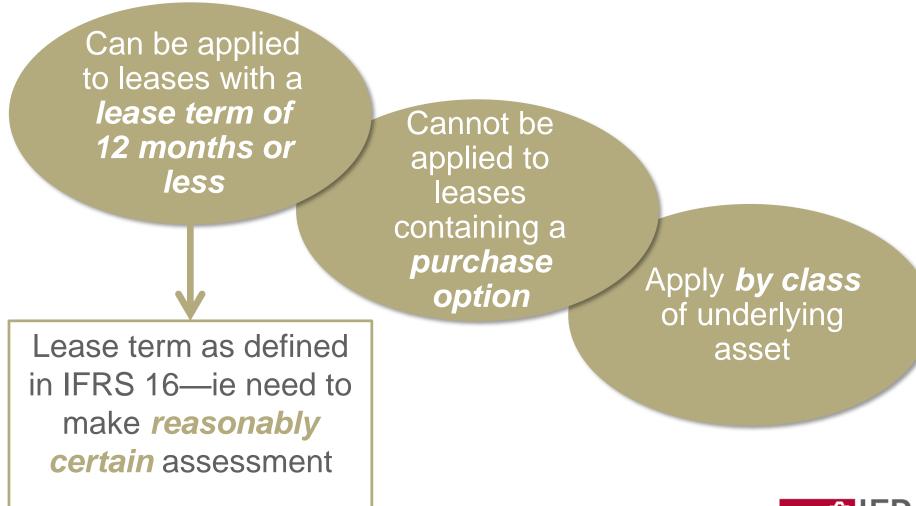


# Lessee accounting for exempt leases

- Recognise P&L expense over the life of a lease
  - Typically straight-line
  - Similar to IAS 17 operating leases
  - No balance sheet assets and liabilities (other than prepaid and accrued lease payments)
- Disclose expense relating to each exemption in the notes to the financial statements
- Exemptions are optional



### Short term lease exemption *Requirements*



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### Leases of low-value assets exemption Requirements

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Can be applied to leases of underlying assets that are of low value

Low value assessment applies:

- To the value of the underlying asset when new
- On an absolute basis, and
- Irrespective of materiality

Apply the exemption on a lease by lease basis



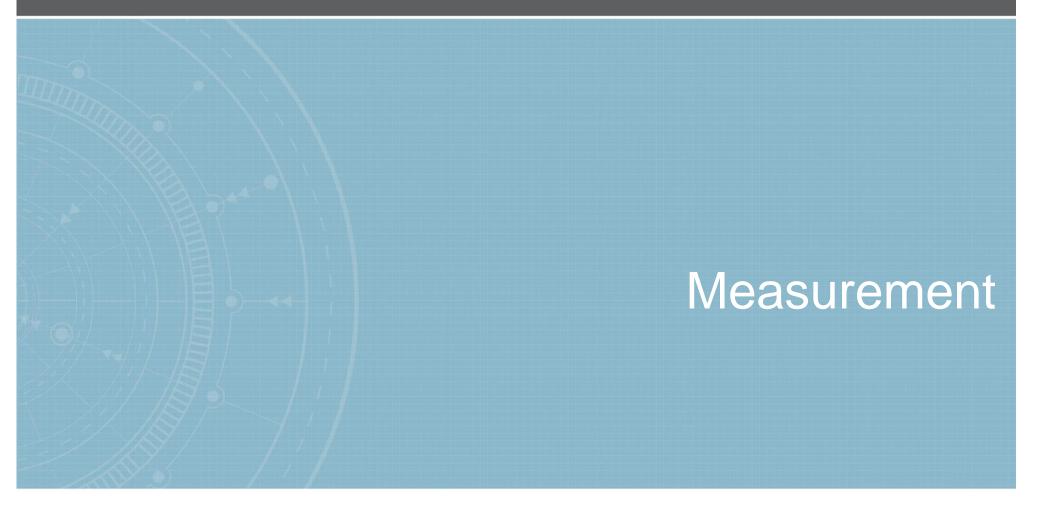
### Leases of low-value assets exemption Requirements

Exemption **<u>cannot</u>** be applied:

- if the underlying asset is <u>highly dependent on or highly</u> <u>interrelated with</u> other assets
- if the lessee cannot benefit from using the underlying asset on its own or with other readily available resources
- if the nature of the underlying asset, when new, is <u>not</u> <u>typically low value</u>
- to the head lease in a sublease arrangement



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### Measurement of Lease Liability Overview

Determine Lease term	<ul> <li>Extension options</li> <li>Termination options</li> <li>Geasonably certain' assessment</li> </ul>
Identify lease payments	<ul> <li>Fixed payments <ul> <li>including in-substance fixed payments</li> </ul> </li> <li>Variable lease payments <ul> <li>based on an index or a rate</li> </ul> </li> <li>Residual value guarantees</li> <li>Lease incentives</li> <li>Exercise price of purchase options</li> <li>Termination penalties</li> </ul>
Apply Discount rates	<ul> <li>Rate implicit in lease, if readily determinable</li> <li>Otherwise, incremental borrowing rate</li> </ul>



### Determine lease term Reasonably certain assessment

Is there an economic incentive to lease for the longer lease term? For example:

- Favourable terms compared to market rates
- Significant *leasehold improvements*
- Termination or relocation costs
- **Specialised asset** or lack of available alternative assets

	Interaction		Length of
Other	with other	Past	non-
considerations:	contract	practice	cancellable
	terms		period



### Identify lease payments Variable lease payments

Include Variable Lease Payments that depend on an index or a rate For example:

- Consumer Price Index (CPI)
- Benchmark interest rate (eg *LIBOR*)
- Payments that vary with *market rentals*

Initially measure based on index or rate at <u>commencement</u> date

do not forecast future changes in the index or rate

Remeasure only when cash flows change

generally, do not change discount rate



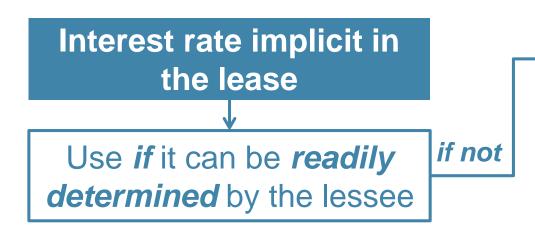
### Identify lease payments In-substance fixed payments

Variable lease payments—how a lessor might cover their risk:

Example: Minimum rent clause	E.g. if sales are less than CU100, rent is CU5	In-substance fixed lease payments of CU5p.a. included in lease liability
Example: Higher variable payments to compensate risk of zero return	E.g. variable payments based on 7% of sales	Genuine variability: variable payments not included in lease liability, recognise in P&L when incurred



## **Discount rate**



# Lessee's incremental borrowing rate

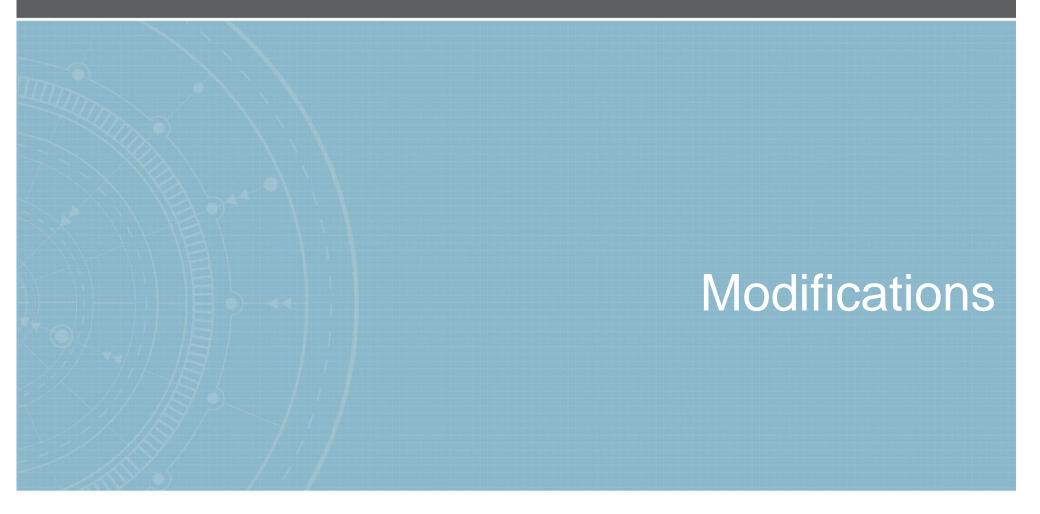
The rate of interest that a lessee would have to pay to borrow over a *similar term*, and with a *similar security*, the funds necessary to obtain an asset of a *similar value* to the right-of-use asset in a *similar economic environment*.







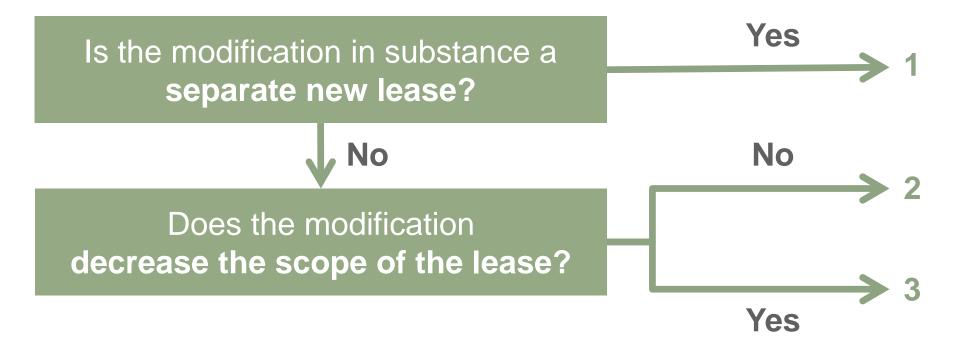
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# **Overview: Lease modifications**

There are three possible accounting treatments:





A modification is accounted for as a separate new lease IF:

- It increases the scope of the lease by adding the right to use one or more underlying assets; AND
- Consideration increases by an amount commensurate with the stand-alone price for the increase in scope

In this case, account for the separate new lease like any other new lease



In all cases, need to calculate the modified lease liability:

- a. allocate consideration;
- b. determine lease term;
- c. remeasure lease liability by discounting the revised lease payments using a revised discount rate
- Then work out the accounting entries:
- These depend upon whether the modification decreases the scope of the lease



Eg: change in consideration or an increase in scope without a commensurate increase in consideration

- Adjust lease liability to reflect the remeasurement
- Make a corresponding adjustment to the ROU asset

Eg. Dr ROU asset; Cr lease liability

Reflects a change in cost of the ROU asset



Eg: less floor space in a property lease or shorter lease term

- Decrease pre-modification ROU asset (and pre-modification lease liability) to reflect partial or full termination
- Recognise any gain or loss in P&L

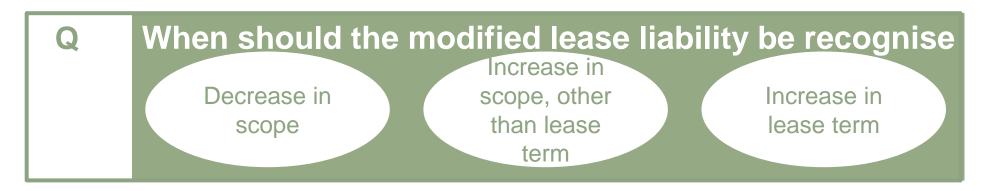
Eg: Dr lease liability; Cr ROU asset; Dr/Cr loss/gain

For any other elements of the modification (eg change in consideration for remaining ROU asset), make a corresponding adjustment to ROU asset as per previous slide



Effective date of Date that both parties agree to the a lease = modification (ie: date the modified contract is signed)

IFRS 16, 45: Measure the modified lease liability on this date\*



\*Unless the modification is accounted for as a separate lease



- 10 year lease of 2 floors of a building;
- At the end of year 4, modified contract is signed
- Modification: in years 6-10, the lease will be for only 1 floor. The 2nd floor will be returned to the lessor at the end of year 5.
  - Why does the lessee recognise the modification, including any gain/loss on partial termination, a year before the 2<sup>nd</sup> floor is returned?
    - How does this reconcile with recognition at commencement of a lease?



- 10 year lease of 2 floors of a building;
- At the end of year 4, modified contract is signed
- Modification: in years 6-10, the lease will be for 3 floors. The lessee will get access to the 3nd floor at the end of year 5. The price for the additional floor is not commensurate with the stand-alone price.

 Does the lessee recognise a right-of-use asset and lease liability with respect to the 3rd floor at the end of year 4 or year 5?



### **Example:** *Modification that increases lease term*

- 5 year lease of a property;
- At the end of year 4, modified contract is signed
- Modification: lease is extended for a further 5 years (so 10 years in total).
- Q Should a lessee account for this modification as a separate new lease?
   If not, is it correct that a lessee accounts for the 'new' additional lease liability and right-of-use asset at the end of year 4?



IFRS 16, para 45(c)

Re-measure the lease liability using a revised discount rate

Q The Illustrative Examples on lease modifications use both original and revised discount rates – can you clarify when to use which rate?



# **Example:** (*IFRS 16 Illustrative Example 18*)

- 10 year lease of 2,000m2 of space;
- Lease payments are £100,000pa
- At the end of year 5, modified contract is signed.
- Modification: (i) include an additional 1,500m2 of space;
   (ii) reduce lease term to 8 years; and (iii) increase annual lease payments to £150,000

Important to remember that **two** things are happening:

- Decrease in scope (reduced lease term); AND
- Increase in scope (more space)



# **Example:** (IFRS 16 Illustrative Example 18)

- Calculate the partial termination of the original lease using the original discount rate (IFRS 16, para 46(a))
  - Calculate reduction in ROU asset and reduction in lease liability; any difference is gain or loss on partial termination
- Calculate the modified lease liability using the modified discount rate (IFRS 16, para 45(c));
  - Make corresponding adjustment to ROU asset (IFRS 16; para 46(b))



- **Unless** there is a separate new lease:
  - measurement takes place at effective date of modification;
  - recognition will depend upon when the lessee has access to the modified right-of-use asset
- If there are multiple elements to a modification (eg an increase AND a decrease in scope), think about each element separately
- Use modified discount rates unless calculating the gain or loss on a partial termination/decrease in scope
- Use Illustrative Examples. IE15-19 cover different lease modification scenarios in detail, including double entry



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## Enforceable rights



### IFRS 16; paragraph B34:

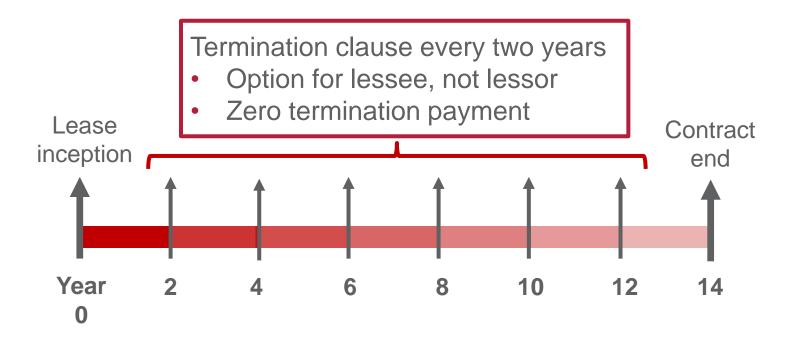
....A lease is no longer enforceable when the lessee and the lessor each has the right to terminate the lease without permission from the other party with no more than an insignificant penalty



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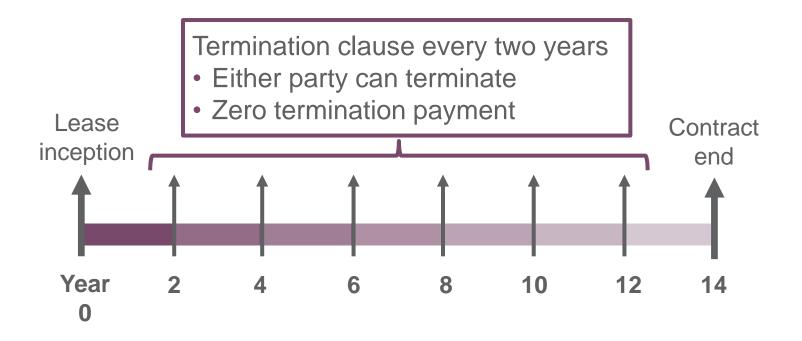
### **Example 1** Zero penalty termination - lessee



**Q:** Is the lease enforceable after 2 years? What is the lease term?



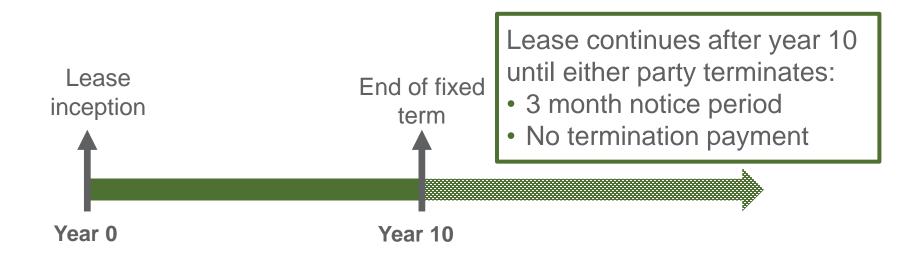
### Example 2 Zero penalty termination – both parties



**Q:** Is the lease enforceable after 2 years? What is the lease term?



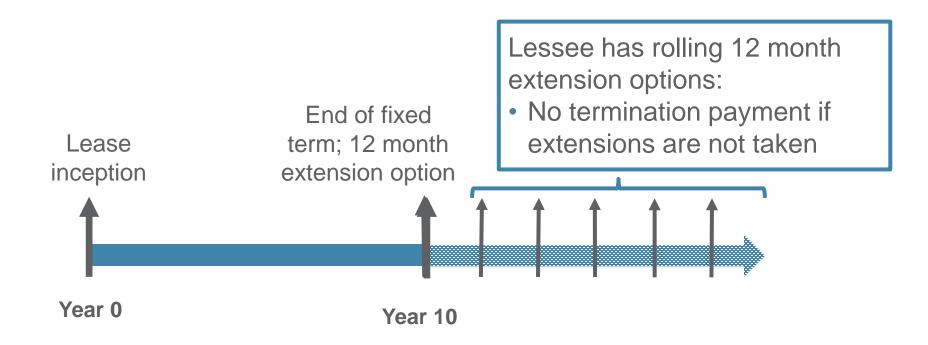
### Example 3 Lease continues until either party terminates 47



**Q:** Is the lease enforceable after 10 years? What is the lease term?



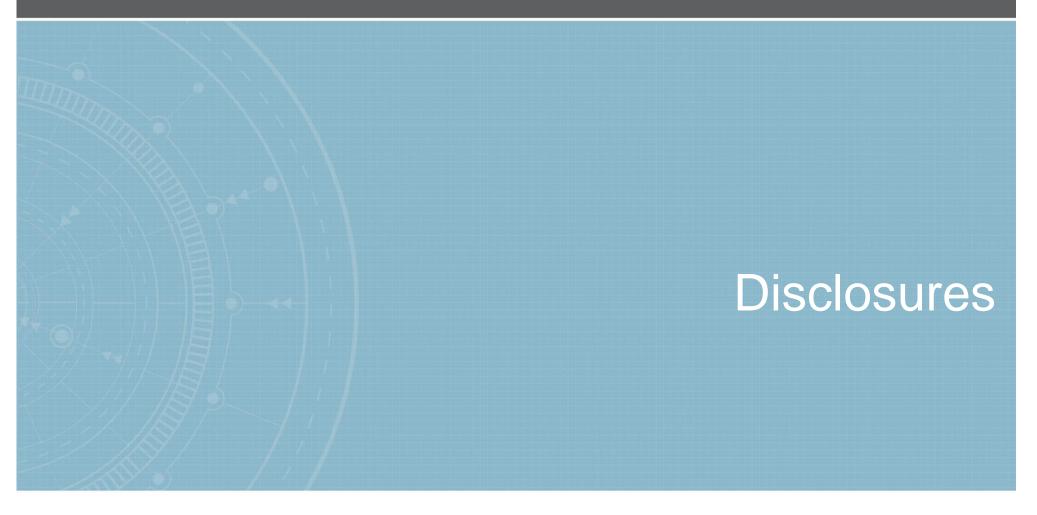
### Example 4 Lease continues until either party terminates 48



**Q:** If an extension option is taken at the end of year 10, is it a short-term lease?



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### Overview

• Two main elements to IFRS 16 disclosures:

Mandatory quantitative information



Information that users want to see for **all** material lease portfolios

Additional entity specific information



Companies **apply judgement** to determine whether and what further information is needed to meet the disclosure objectives



• To be disclosed whenever material:

## Information about lease costs, cash flows and assets

- Breakdown of lease costs
- Total lease cash flows
- ROU assets by major class of leased asset
- Additions to ROU assets

#### Maturity analysis

- Maturity analysis of lease commitments
  - as for all other financial liabilities
  - apply judgement in determining time bands



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### Overview

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Additional entity specific information



Companies **apply judgement** to determine whether and what further information is needed to meet the disclosure objectives



## **Additional Entity-Specific Information**

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• Lessee to apply judgement about what is relevant:

Extension and termination options	Variable lease payments	Residual value guarantees	Sale & leaseback transactions
For example	For example	For example	For example
Why have them?	Why have them?	Why have them?	Why use them?
<ul> <li>Prevalence within lease portfolio</li> <li>Relative magnitude of optional payment vs committed payments</li> </ul>	<ul> <li>Prevalence within lease portfolio</li> <li>Relative magnitude of variable payments vs fixed payments</li> </ul>	<ul> <li>Nature of relevant assets</li> <li>Prevalence within lease portfolio</li> <li>Magnitude of exposure to</li> </ul>	<ul> <li>Prevalence</li> <li>Key terms and conditions</li> <li>Payments not recognised on balance sheet</li> </ul>
Exercise of options not recognised on balance sheet		residual value risk	Cash flow effect



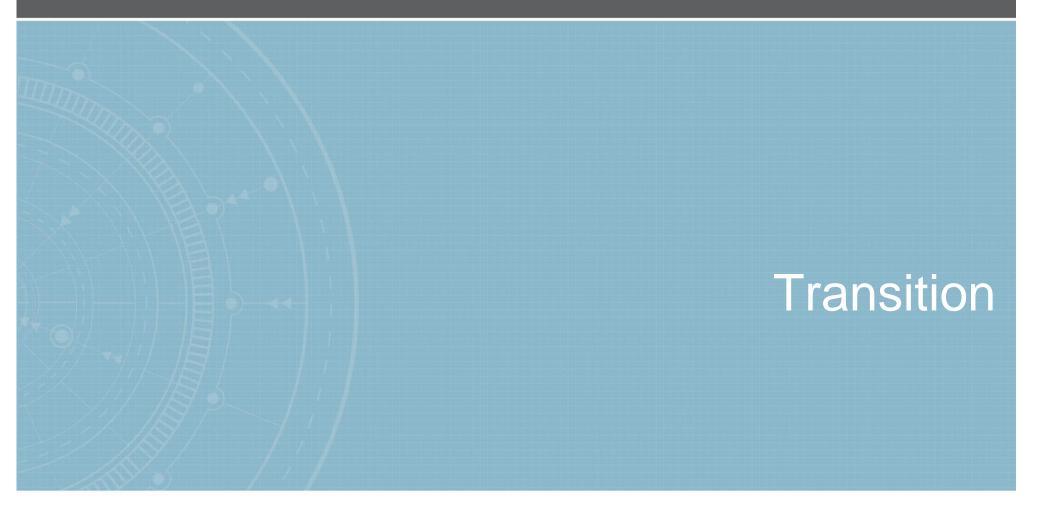
## **Additional Entity-Specific Information**

• Key Considerations

What information is monitored and reported internally? What information is used in decision making?



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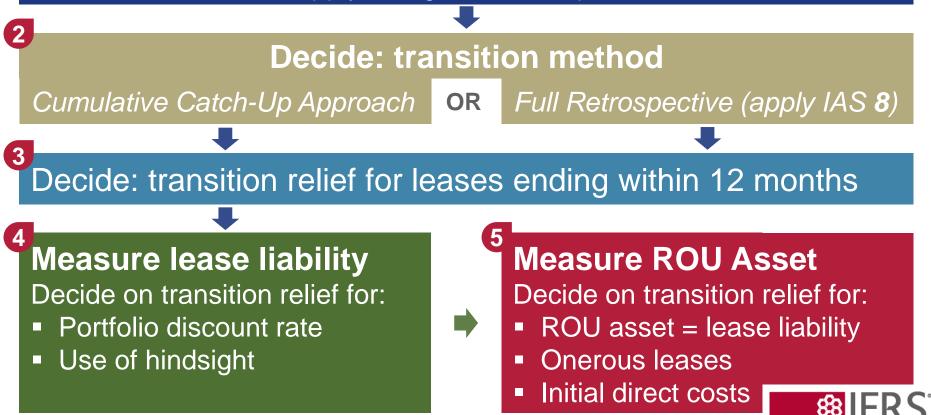




### **Transition: Overview**

Identify population of contracts for transition

- Decide: whether to reassess the definition of a lease
- Decide: whether to apply recognition exemptions



# <sup>1</sup>Identify population of contracts

Decision: reassess the definition of a lease?			
Reassess	OR Don' Reassess		
How?	How?		
<ul> <li>Apply IFRS 16 definition of a lease requirements to all existing contracts</li> </ul>	<ul> <li>Transition all existing operating leases</li> <li>Apply <i>definition of a lease</i> only to contracts entered after date of transition</li> </ul>		
Benefits?	Benefits?		
Small number of IAS 17     leases might be services     applying IFRS 16	<ul> <li>Cost relief on transition</li> <li>Change in outcome expected for very few contracts</li> </ul>		



# <sup>1</sup>Identify population of contracts

Decision: recognition exemptions for short-term leases and leases of low-value assets

Apply How?	OR	Don' Apply		
Continue to account for these leases similarly to IAS 17 operating leases		Recognise ROU assets and lease liabilities for all leases		
Benefits?		Benefits?		
Cost relief on transition: smaller population of ROU assets and lease liabilities recognised on balance sheet		Ongoing simplicity: one accounting model applied to all leases		



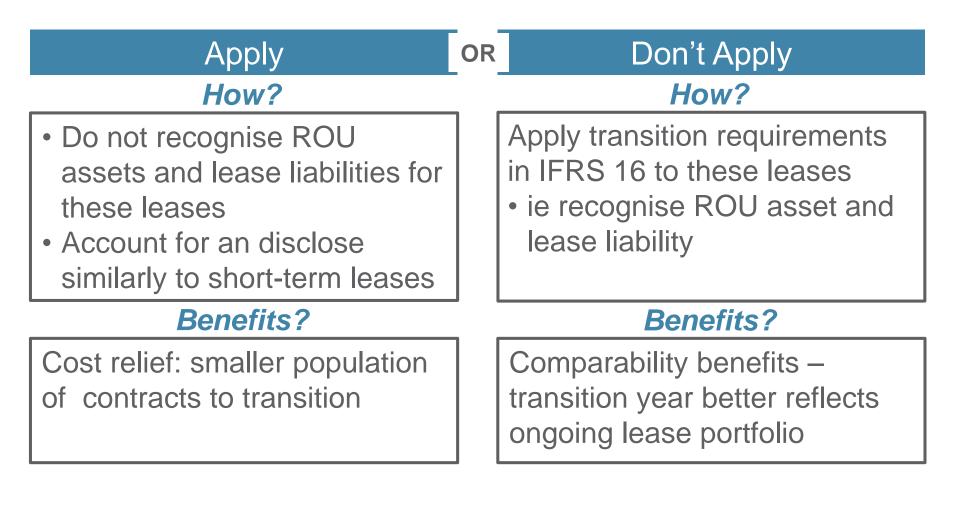
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### <sup>2</sup>Decision: *Transition method*

Fully Retrospective	OR Cumulative Catch up	
How?	How?	
<ul> <li>Apply IAS 8:</li> <li>As if IFRS 16 always applied</li> <li>Restate comparatives</li> <li>Disclose effect on each line item</li> </ul>	<ul> <li>Cumulative effect of initial application in opening equity</li> <li>Do not restate comparatives</li> <li>Consider additional reliefs</li> <li>Disclose effect of applying cumulative catch-up method</li> </ul>	
Benefits?	Benefits?	
Better quality of reported information in transition year	Significant cost relief	



### <sup>3</sup>Decision: Relief for leases ending within 12 months





## <sup>4</sup>Measure lease liability

Measure lease liability at present value of remaining lease payments

Discounted

#### Fixed payments (including inflation-linked payments)

Optional payments (if reasonably certain) Residual value guarantees At date of transition, ie no backward looking information required



## <sup>4</sup>Measure lease liability

Decision: whether to apply transition relief for -Portfolio discount rate Use of hindsight OR How? How? Eg, use hindsight in Apply single discount rate to determining lease term leases with similar characteristics **Benefits? Benefits**? • Better quality: extension and Cost relief on transition, termination options 'portfolios' of lease liabilities accurately reflected could be measured collectively Cost relief: no need for 'what in some circumstances if' consideration





Decision: how to measure ROU asset on lease-by-lease basis

ROU asset = lease liability **OR** 

## Measure retrospectively *How?*

#### How?

Measure ROU asset = lease liability (adjusted for prepaid or accrued lease payments)

#### **Consequence?**

ROU asset 'too high' – higher depreciation expense

#### **Benefits?**

- Cost relief on transition
- Most benefit for highvolume/low-value leases

Measure as if IFRS 16 always been applied. Calculate:

- Asset value at lease commencement
- Accumulated depreciation at date of transition

### **Benefits?**

- Accurate asset measurement
- Most benefit for individually significant leases





Decision: whether to apply transition relief for:

Onerous leases	OR	Initial direct costs	
How?		How?	
<ul> <li>Do not assess each asset for impairment at date of transition</li> <li>Adjust asset by amount of any previous onerous lease provision</li> </ul>		Exclude initial direct costs from ROU asset measurement	
Benefits?		Benefits?	
Cost relief on transition: no need to perform ROU asset impairment reviews		Cost relief on transition: no need to identify or account for historic initial direct costs	



## **Further information**

• Leases website

http://www.ifrs.org/Current-Projects/IASB-Projects/Leases

• Effects analysis

http://go.ifrs.org/Leases/effects-analysis

- Project summary and feedback statement <u>http://go.ifrs.org/Leases/project-summary</u>
- Register for email alerts

http://eifrs.ifrs.org/eifrs/Register





### **IFRS 16 implementation page**

#### go.ifrs.org/IFRS16-implementation

#### **IFRS 16 Leases: Implementation**

IFRS 16 Leases was issued by the International Accounting Standards Board (the Board) on 13 January 2016 and has a mandatory effective date of 1 January 2019. The Board is currently undertaking a number of activities to support implementation of the Standard. This page will be updated throughout the implementation phase with information relating to these activities.

#### Educational and implementation materials

In addition to the materials provided with IFRS 16 itself, including the Illustrative Examples, various materials that support implementation of IFRS 16 have already been published or are planned. These are summarised below. Throughout the implementation phase, the Board will monitor implementation and will consider whether additional materials might be helpful.

#### Materials published alongside IFRS 16

Video: IASB Chairman Hans Hoogervorst introduces the new Leases Standard	January 2016
Project Summary and Feedback Statement	January 2016
Effect Analysis	January 2016

#### Webcasts and podcasts by IASB staff

Introducing IFRS 16	January 2016
Transition to IFRS 16	March 2016
IFRS 16: Definition of a lease	April 2016
IFRS 16: Exemptions—Discussion with Board Member Sue Lloyd	April 2016

#### Webcasts and podcasts by IASB staff

Title	Slides	Date Live
Introducing IFRS 16		January 2016
Transition to IFRS 16	-	March 2016
IFRS 16: Definition of a lease	-	April 2016
IFRS 16: Exemptions— Discussion with Board Member Sue Lloyd	1	April 2016
IFRS 16: Lessee Measurement	-	June 2016



### **Contact us**



