

Newsletter - Issue No. 01/2016

# **MAIN FEATURES**

- Hong Kong Financial Report Standard ("HKFRS") 16 sets out the principles for the recognition, measurement, presentation and disclosure of leases for both parties to a contract, i.e. the customer ("lessee") and the supplier ("lessor").
- For lessee accounting, HKFRS 16 introduces a single accounting model and requires lessee to recognise assets and liabilities for all leases, unless the lease term is within 12 months or for which the underlying asset is of low value.
- For lessor accounting, the accounting requirements are substantially the same as those in **HKAS 17.**
- HKFRS 16 supersedes Hong Kong Accounting Standard ("HKAS") 17 and related Interpretations.
- Effective for annual periods beginning on or after 1 January 2019, with earlier application permitted provided that HKFRS 15 Revenue from Contracts with Customers has been applied.

# **Background**

In January 2016, The International Accounting Standards Board has issued International Financial Reporting Standard 17 Leases in order to address the public concern on current accounting standards for leases, especially those relating to the lack of transparency of information about lease obligations.

Subsequently in May 2016, the Hong Kong Institute of Certified Public Accountants also issued the same standard, HKFRS 16 Leases, so as to maintain the convergence with International Financial Reporting Standards.

# **Content of HKFRS 16**

#### (A) Scope

# **EXCEPT FOR**

Leases to explore for or use minerals, oil, natural gas and similar non-regenerative resources

Leases of biological assets within HKAS 41 held by a lessee

**Applies to all** leases (includes leases of right-of-use assets in a sublease)

Service concession arrangements within the scope of HK(IFRIC) - Int 12

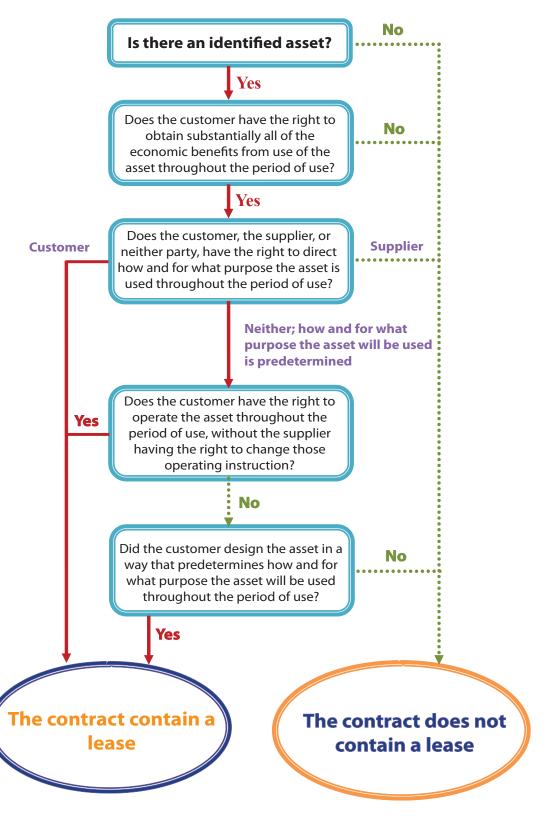
**Licences of intellectual property granted** by a lessor within the scope of HKFRS 15

Rights held by a lessee under licensing agreements within the scope of HKAS 38 for such items as motion picture films, video recordings, plays, manuscripts, patents and copyrights

\* A lessee may, but is not required to, apply HKFRS 16 to leases of other intangible assets.

#### (B) Determination of whether a contract contain a lease

At the inception of a contract<sup>1</sup>, an entity shall assess whether the contract is, or contains, a lease.



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.

# (C) Recognition and Measurement

HKFRS 16 introduces a single accounting method for lessee accounting while it substantially carries forward the accounting requirements of HKAS 17 for <u>lessor accounting</u>, i.e. the entity has to determine whether the lease is a finance lease or operating lease for <u>lessor accounting</u>.

The following summarised the initial recognition and measurement for **lessee accounting**.

	Lessee accounting
Initial recognition	
Right-of-use asset <sup>2</sup>	<ul> <li>at cost, in which it shall comprise:</li> <li>(a) the amount of the initial measurement of the lease liability;</li> <li>(b) any lease payments made at or before the commencement date, less any lease incentives received;</li> <li>(c) any initial direct costs incurred by the lessee; and</li> <li>(d) an estimate of costs to be incurred by the lessee in dismantling and removing the underlying asset, restoring the site on which it is located or restoring the underlying asset to the condition required by the terms and conditions of the lease, unless those costs are incurred to produce inventories.</li> </ul>
■ Lease liability	<ul> <li>at the present value of the lease payments that are not paid at the commencement date, which comprises:</li> <li>(a) fixed payments less any lease incentives receivables;</li> <li>(b) variable lease payments that depend on an index or a rate, initially measured using the index or rate as at the commencement date;</li> <li>(c) amounts expected to be payable by the lessee under residual value guarantees;</li> <li>(d) the exercise price of a purchase option if the lessee is reasonably certain to exercise that option; and</li> <li>(e) payments of penalties for terminating the lease, if the lease term reflects the lessee exercising an option to terminate the lease.</li> </ul>

Right-of-use asset is an asset that represents a lessee's right to use an underlying asset for the lease term.

	<u>Lessee accounting</u>
Subsequent measurement	
Right-of-use asset	<ul> <li>Measure the right-of-use asset at cost less any accumulated depreciation and any impairment loss and adjusted for any remeasurement of the lease liability</li> <li>Apply HKAS 36 for determination of impairment on right-of-use asset and to account for any impairment loss identified</li> <li>If a lessee applies fair value model in HKAS 40 to its investment property, the lessee should also apply that fair value model to right-of-use assets that meet the definition of investment property in HKAS 40</li> <li>If the right-of-use assets relate to a class of property, plant and equipment to which the lessee applies revaluation model in HKAS 16, a lessee may elect to apply that revaluation model to all of the right-of-use assets that relate to that class of property, plant and equipment</li> </ul>
Lease liability	<ul> <li>Measure the lease liability by increasing the carrying amount to reflect interest on the lease liability; reducing the carrying amount to reflect the lease payments made; and remeasuring the carrying amount to reflect any reassessment or lease modification or to reflect revised in-substance fixed lease payments<sup>3</sup></li> </ul>
■ Effect on profit or loss	<ul> <li>Recognise depreciation or impairment loss (if any) for the right-of use asset</li> <li>Recognise interest arising on the lease liability</li> <li>Recognise variable lease payments not included in the measurement of the lease liability in the period in which the event or condition that triggers those payments occurs</li> </ul>

Besides, HKFRS 16 provides recognition exemption to either short-term leases or leases for which the underlying asset is of low value. In such cases, the lessees should recognise the lease payments associated with those leases as an expense on either a straight-line basis over the lease term or another systematic basis.

In-substance fixed lease payments are payments that may, in form, contain variability but that, in substance, are unavoidable.

# Reassessment of lease liability

For **lessee accounting**, a lessee should reameasure the lease liability when there is a change in:

- the lease term:
- the assessment of an option to purchase the underlying asset;
- the amounts expected to be payable under a residual value guarantee; or
- future lease payments resulting from a change in an index or a rate used to determine those payments.

In such cases, a lessee should recognise the amount of the remeasurement of the lease liability as an adjustment to the right-of-use asset. If the carrying amount of the right-of-use asset is reduced to zero and there is a further deduction in the measurement of the lease liability, a lessee should recognise any remaining amount of the remeasurement in profit or loss.

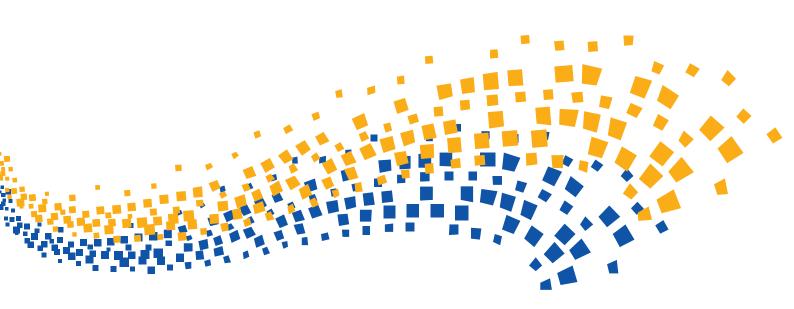
#### (D) **Presentation**

The presentation for **lessor accounting** is similar to those in HKAS 17. The presentation requirements for **lessee accounting** is summaried as below:

	ltems
Statement of financial position or in the notes	<ul> <li>Present right-of-use assets separately from other assets</li> <li>If right-of-use assets are not separately presented in statement of financial position, the lessee should include right-of-use assets within the same line item as that within which the corresponding underlying assets would be presented if they were owned and disclose which line items in the statement of financial position include those right-of-use assets</li> <li>If the right-of-use assets meet the definition of investment property, that right-of-use assets should be presented as "investment property" in the statement of financial position</li> <li>Present lease liabilities separately from other liabilities</li> <li>If lease liabilities are not separately presented in the statement of financial position, the lessee should disclose which line items in the statement of financial position include those liabilities</li> </ul>
Statement of profit or loss and other comprehensive income	<ul> <li>Present interest expense on the lease liability separately from the depreciation charges for the right-of-use asset</li> <li>Interest expense on the lease liability is a component of finance cost</li> </ul>

# Statement of cash flows

- Classify cash payments for principal portion of the lease liability within financing activities
- Classify cash payments for the interest portion of the lease liability applying the requirements in HKAS 7 for interest paid
- Classify short-term lease payments, payments for leases of low-value assets and variable lease payments not included in the measurement of the lease liability within operating activities



#### (E) Disclosure

For lessee accounting, lessees are required to apply judgment in deciding upon the information to disclose to meet the objective of providing a basis for users of financial statements to assess the effect that leases have on the financial position, financial performance and cash flows of the lessee.

For lessee accounting, a lessee shall include but not limited to the following disclosures in the financial statements for the reporting period:

- Depreciation charges for right-of-use assets by class of underlying asset\*;
- Interest expense on lease liabilities\*;
- The expense relating to short-term leases that are accounted for under recognition exemption, excluding the expense relating to leases within a lease term of one month or less\*;
- The expense relating to leases of low-value assets that are accounted for under recognition exemption, excluding the expense relating to short-term leases of low-value assets that are accounted for under recognition exemption\*;
- The expense relating to variable lease payments not included in the measurement of lease liabilities\*:
- Income from subleasing of right-of-use assets\*;
- Total cash outflow for leases\*;
- Additions to right-of-use assets\*;
- Gains or losses arising from sale and leaseback transactions\*;
- The carrying amount of right-of-use assets at the end of the report period by class of underlying asset\*; and
- A maturity analysis of lease liabilities in accordance with HKFRS 7 separately from the maturity analysis of other financial liabilities.

For lessor accounting, lessors are required to provide enhanced disclosures that would improve the information disclosed about a lessor's risk exposure, particularly to residual value risk.

For lessor accounting, a lessor shall include but not limited to the following disclosures in the financial statements for the reporting period:

# **Finance leases:**

Selling profit or loss\*;

Finance income on the net investment in the lease\*; and

Income relating to variable lease payments not included in the measurement of the net investment in the lease\*.

# **Operating leases:**

 Lease income\*, separately disclosing income relating to variable lease payments that do not depend on an index or a rate.

That information should be presented in tabular form.

# Accounting standards superseded by HKFRS 16

Once HKFRS 16 becomes effective, the following accounting standards and interpretations ("Int") will be superseded:

- HKAS 17 Leases;
- HK(IFRIC) Int 4 Determining whether an Arrangement contains a Lease;
- HK(SIC) Int 15 Operating Leases Incentives; and
- HK(SIC) Int 27 Evaluating the Substance of Transactions Involving the Legal Form of a Lease.

# **Effective Date**

HKFRS 16 becomes effective for annual periods beginning on or after 1 January 2019. Earlier application is permitted for entities that apply HKFRS 15 Revenue from Contracts with Customers at or before the date of initial application of HKFRS 16. If an entity applies HKFRS 16 for an earlier period, it shall disclose that fact.

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