Raymond Chabot Grant Thornton

IFRS Adviser Alert

Insights into IFRS 16 *Leases*

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Executive summary

Grant Thornton International Ltd has updated *Insights into IFRS 16 – Lease payments.*

Overview

The *Insights into IFRS 16* series summarizes key areas of IFRS 16 *Leases* and aims to demystify those key requirements that are challenging in practice. Since its first release, the Standard has gone through a number of amendments as well as IFRS Interpretation Committee (IFRIC) decisions relating to IFRS 16. Grant Thornton International Ltd is therefore going through a process of reviewing and updating its publications to ensure that they all reflect up-to-date information and guidance, focusing on areas where there have been changes.

The issue

Since its initial release, there has been an IFRIC decision in relation to accounting for lease payments relating to non-recoverable value added tax and property tax payments. The document *Insights into IFRS 16 – Lease payments* has been updated to reflect this agenda decision and the views of Grant Thornton International Ltd on how these types of payments should be accounted for in practice.

Resource

The document *Insights into IFRS 16 – Lease payments* follows this *IFRS Adviser Alert*.

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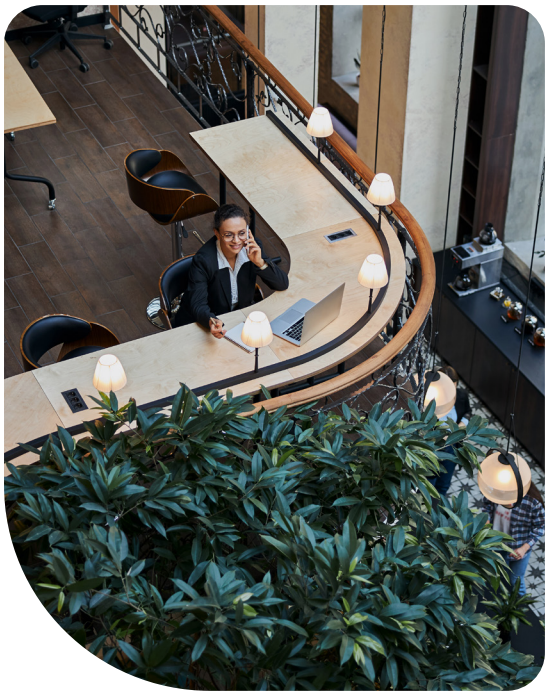
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Insights into IFRS 16

Lease payments

IFRS 16 'Leases' sets out the principles for the recognition, measurement, presentation and disclosure of lease arrangements, transforming the way entities report leasing activities. It was introduced to address concerns about the lack of transparency under the previous leasing standard. IFRS 16 requires lessees to recognise most leases on the balance sheet through a right-of-use asset and a corresponding lease liability. This approach provides a more faithful representation of an entity's financial position and performance, enhancing comparability and giving investors greater visibility over leverage and capital employed.

Our 'Insights into IFRS 16' series summaries key areas of the Standard and aims to demystify those key requirements that are challenging to apply in practice. This article considers the accounting for lease payments.

At the commencement of a lease, IFRS 16 requires a lessee to measure the lease liability at the present value of the lease payments that are not paid at that date. This liability includes both fixed payments (including in-substance fixed payments) and variable lease payments that depend on an index or rate, and represents the starting point for the measurement of the related right-of-use asset.

Deciding which payments need be recognised in the measurement of the liability and how changes in those payments are recognised often involves considerable judgement. Our article aims to help you with this judgement.

Lease payments used to measure the lease liability at commencement date include the following (to the extent they have not yet been paid):

- fixed payments, including in-substance fixed payments (described further below) less any lease incentives receivable
- variable lease payments that depend on an index or a rate (described further below)
- amounts expected to be payable by the lessee under residual value guarantees
- the exercise price of a purchase option if the lessee is reasonably certain to exercise that option
- payments of penalties for terminating the lease, if the lease term reflects the lessee exercising an option to terminate the lease.

We will discuss some of these areas in more detail below.

"Our 'Insights into IFRS 16' series summaries key areas of the Standard and aims to demystify those key requirements that are challenging to apply in practice."

Fixed payments

Fixed payments are payments, excluding variable payments, that are made to the lessor by the lessee for the right to use an underlying asset during the lease term. These are included in the lease liability at the commencement date.

In-substance fixed lease payments

The lessee must include in the lease liability any in-substance fixed lease payments. In-substance fixed lease payments are payments whose form appears to contain some variability although they are, in substance, unavoidable. This can occur where:

- payments are structured as variable but there is no genuine variability in those payments
- there is more than one set of payment options described in the lease but only one set of those payments is realistic, or
- there is more than one realistic set of payments described in the lease, but the lessee must select at least one of those sets of payments.

Examples of payments lacking genuine variability include:

- payments that must be made only if an event occurs that has no genuine possibility of not occurring
- payments that must be made only if an asset is proven to be capable of operating during the lease
- payments that are initially structured as variable lease payments linked to the use of an underlying asset, but for which the variability will be resolved after the commencement date such that the payments become fixed for the remainder of the term (in this case the payments become in-substance fixed and are included in the lease liability only once the variability is resolved).

The above examples are all variable in legal form but should be treated as in-substance fixed.

Example 1 – Minimum lease payments with more than one set of payments

Entity P is an established motorway service area operator. Entity P leases a motorway service area and under the terms of the lease, Entity P must keep the service area open 24 hours per day and cannot sublease the service area. Annual rentals are payable under the contract as follows:

- CU 100,000 if no sales are made at the service area, or
- CU 10,000,000 if any sales are made during the year.

Analysis

Entity P concludes that the lease contains in-substance fixed lease payments of CU 10,000,000 per annum, on the basis that there is no realistic possibility that Entity P will make no sales at the service area, as Entity P is an established motorway service area operator, with a history of successful operations.

Variable lease payments

Variable lease payments that depend on an index or rate are initially included in the lease liability using the index or rate at the commencement date of the lease. Variable lease payments include payments linked to a consumer price index, payments linked to a benchmark interest rate (such as EURIBOR) or payments that vary to reflect changes in market rental rates.

After the commencement date, the lessee increases the carrying amount to reflect interest on the lease liability and reduces the liability for lease payments made. It also remeasures the carrying amount to reflect changes in the lease payments arising from changes in the index or rate.

In remeasuring the carrying amount, the lessee uses an unchanged discount rate unless the change in lease payments results from a change in floating interest rates. In that scenario the lessee must use a revised discount rate that reflects changes in the interest rate.

Example 2 – Variable lease payments dependent on an index

Entity Q enters into a 10-year lease of a property with annual payments of CU 5,000 payable at the beginning of each year. The agreement specifies that the lease payments will increase every two years based on the increase in the consumer price index for the preceding 24 months. The consumer price index at commencement is 125. Entity Q estimates its incremental borrowing rate at 5% per annum, ie the fixed rate at which it could borrow for the amount equivalent to the value of the right-of-use assets for the same term and in the same currency.

Analysis

At commencement, Entity Q measures the lease liability at CU 35,539, being the present value of the remaining nine payments of CU 5,000 discounted at 5%. It measures the right-of-use asset at CU 40,539, being the present value of the lease liability plus the CU 5,000 lease payment made at commencement.

At the end of year two, the lease liability is CU 33,932, being the present value of the eight remaining payments of CU 5,000. The consumer price index is 135, and the rental payment for year three is set at CU 5,400, being CU 5,000 X 135 / 125.

Because there is a change in the future lease payments, Entity Q remeasures the lease liability to reflect the net present value of the eight remaining payments of CU 5,400, discounted at the original discount rate of 5%. This increases the lease liability by CU 2,714. This is the difference between the lease liability of CU 33,932 and the remeasured liability of CU 36,646. A corresponding adjustment is made to the right-of-use asset.

Example 3 – Variable lease payments linked to sales

Assume the same fact pattern as for example 2 but Entity Q is also required to make variable lease payments equal to 0.1% of sales generated from the leased property. At commencement, the lease liability is measured at the same amount as in example 2. This is because the additional lease payments, while variable, are linked to future sales rather than an index or rate. As a result, they do not meet the definition of lease payments in accordance with IFRS 16 and are not included in the measurement of the lease liability or the right-of-use asset.

During the first year of the lease, the lessee generates sales of CU 800,000. Entity Q incurs an additional expense of CU 800 (CU 800,000 X 0.1%). This is recognised in profit or loss during the first year.

Example 4 – Variable lease payments becoming fixed

Entity S enters into a four-year lease for a specialised photocopier. The lease payments are CU 500 per month if the copier is used to produce 100,000 copies or less over the lease term. If the copier is used to make more than 100,000 copies, then the monthly rental is adjusted to CU 700 per month (which is applied from the commencement of the lease).

The copier exceeds 100,000 copies at the start of year three. At this point Entity S is required to make a catch-up payment of CU 4,800. The remaining payments are adjusted upwards to CU 700 per month.

Analysis

In our view on commencement the lease liability is based on lease payments of CU 500 per month.

At the start of year three the catch-up payment is recorded in profit or loss. The right-of-use asset and lease liability are adjusted for the increase of CU 200 per month for the remaining lease term (on a discounted basis). This is because these payments have become in-substance fixed payments.

Market rent reviews

Increases in lease payments resulting from market rent reviews are considered to be variable payments based on an index or rate and should therefore be taken into account when assessing lease payments and at the commencement of the lease.

Example 5 – Impact of market rent reviews affecting optional renewal periods

Entity A enters into a three-year lease for a property with an option to extend for a further three years. As the entity is reasonably certain the option will be exercised, the lease term is determined to be six years. The terms of the renewal option specify that a market rent review will be performed at the end of year three, and the results of this review will determine the lease payments to be made for years four to six. Lease payments belonging to the renewal period will be included when measuring the right-of-use asset and the lease liability at commencement, but at what amount?

Analysis

Lease payments subject to future market rent reviews are considered to be payments based on an index or a rate. IFRS 16 requires Entity A to measure the right-of-use asset and lease liability at commencement using the rate in effect on that date. When the actual rate for years four to six differs on renewal, the lease liability would be remeasured at that time to reflect the revised payments. If the market rent review occurred annually, then the lease liability would be remeasured each year assuming the revised rent applied for all remaining years in the lease term.

Property tax payments and non-recoverable value added tax

There are various types of taxes that need to be paid and the lessee needs to assess whether these form part of lease payments or not. If they are considered lease payments, whether it is variable based on an index or a rate and therefore should be included when calculating the right-of-use asset and lease liability.

One type of tax that a lessee may be required to pay is value added tax (VAT). Consideration needs to be given for any non-refundable VAT charged on lease payments and whether these should be included in calculation of the lease liability. In 2021 the IFRS Interpretations Committee (IFRIC) had a question on these types of payments. The IFRIC's outreach indicated that the impact to leases is unlikely to be material to many lessees and it provided limited evidence that there was diversity in practice in the way these payments are treated. In our view, in most cases, we would not expect non-recoverable VAT to be included in lease payments. Such payments would instead be in the scope of IFRIC 21 'Levies'.

Another type of tax is property tax where the taxing authority imposes the tax on the lessor as owner of the property. Sometimes these taxes are included in a lease contract as being reimbursed by the lessee. Consideration should be given as to whether these payments should be included in leases payments.

Example 6 – Property tax payments

A contract to lease a building specifies that the lessee must reimburse the lessor for property taxes paid. While this tax will ultimately be paid by the lessee, it isn't a tax obligation of the lessee because the taxing authority imposes the tax on the lessor, as owner of the property. The lessee needs to ascertain whether this represents a lease payment and, if so, whether it is variable based on an index or a rate and therefore should be included when calculating the right-of-use asset and lease liability.

Analysis

In our view this represents a lease payment. Whether or not it is included in the lease liability will depend on whether it represents a variable payment based on an index or rate, and the exact wording used in the lease agreement to describe the payment will be key. There are mixed views within the marketplace on this issue. While the answer will ultimately be driven by the facts and circumstances specific to each situation, judgement will be required and, as a result, we expect some diversity in practice to arise.

Allocation of non-lease components

A contract may include an amount payable by the lessee for additional services related to the lease. For example, a contract for the lease of a building may require the lessee to make additional payments for maintenance of common areas, or for other goods and services it receives. These are considered non-lease components because they provide the lessee with an additional good or service.

In other cases, a lessee may be required to compensate the lessor for activities and tasks that do not provide a good or service to the lessee. Such charges do not give rise to a separate component of the contract, but are seen to be part of the total consideration that is allocated to the separately identified components of the contract.

When a contract contains a lease component and one or more non-lease components, the lessee allocates the consideration in the contract to each lease component based on the relative standalone prices of the lease components and the aggregate standalone price of the non-lease components. If a standalone price is not available then the lessee must estimate it, maximising the use of observable information.

Example 7 – Lease and non-lease components

A lessee (Entity U) enters into a five-year lease of equipment, with fixed annual payments of CU 6,000. The contract itemises the payments as follows:

- equipment CU 4,500
- maintenance CU 1,250
- administration CU 250

What are the relevant lease and non-lease components?

Analysis

Entity U identifies two components: (a) a lease of equipment and (b) maintenance services. The amount paid for administrative tasks does not transfer a service and so represents additional consideration to be allocated between the lease (equipment) and non-lease (maintenance) components. The total consideration of CU 30,000 is allocated between the lease and non-lease components based on their relative standalone prices (not given). The non-lease component is accounted for under the relevant IFRS Accounting Standard.

Practical expedient – include non-lease components in the lease accounting

IFRS 16 provides a practical expedient where the lessee may elect, by class of asset, not to separate non-lease components. A lessee making this election accounts for the lease and non-lease components together, as a single lease component.

While taking advantage of this practical expedient will simplify the accounting for contracts containing a lease, it will increase the amount of recognised assets and liabilities and could have implications for impairment.

How we can help

We hope you find the information in this article helpful in giving you insight into aspects of IFRS 16. If you would like to discuss any of the points raised, please speak to your usual Grant Thornton contact or visit **www.grantthornton.global/locations** to find your local member firm.

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