

EXPOSURE DRAFT

Hong Kong Accounting Standard 17

Leases

Contents

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Leases

	<i>paragraphs</i>
OBJECTIVE	1
SCOPE	2-3
DEFINITIONS	4-6
CLASSIFICATION OF LEASES	7-19
LEASES IN THE FINANCIAL STATEMENTS OF LESSEES	20-35
Finance Leases	20-32
Initial Recognition	20-24
Subsequent Measurement	25-32
Operating Leases	33-35
LEASES IN THE FINANCIAL STATEMENTS OF LESSORS	36-57
Finance Leases	36-48
Initial Recognition	36-38
Subsequent Measurement	39-48
Operating Leases	49-57
SALE AND LEASEBACK TRANSACTIONS	58-66
TRANSITIONAL PROVISIONS	67-68
EFFECTIVE DATE	69-69A
WITHDRAWAL OF SSAP 14 (revised 2000)	70
APPENDIX:	
Comparison with International Accounting Standards	
Amendments to Other Pronouncements	
BASIS FOR CONCLUSIONS	
IMPLEMENTATION GUIDANCE:	
Illustrative Examples of Sale and Leaseback Transactions that Result in Operating Leases	
TABLE OF CONCORDANCE	

Hong Kong Accounting Standard 17 *Leases* (HKAS 17) is set out in paragraphs 1-70 and the Appendix. All the paragraphs have equal authority. HKAS 17 should be read in the context of its objective and the Basis for Conclusions, the *Preface to Hong Kong Financial Reporting Standards* and the *Framework for the Preparation and Presentation of Financial Statements*. HKAS 8 *Accounting Policies, Changes in Accounting estimates and Errors* provides a basis for selecting and applying accounting policies in the absence of explicit guidance.

Hong Kong Accounting Standard 17

Leases

Objective

1. The objective of this Standard is to prescribe, for lessees and lessors, the appropriate accounting policies and disclosure to apply in relation to leases.

Scope

2. *This Standard shall be applied in accounting for all leases other than:*

- (a) *leases to explore for or use minerals, oil, natural gas and similar non-regenerative resources; and*
- (b) *licensing agreements for such items as motion picture films, video recordings, plays, manuscripts, patents and copyrights.*

However, this Standard shall not be applied as the basis of measurement for:

- (a) *property held by lessees that is accounted for as investment property (see HKAS 40 Investment Property);*
 - (b) *investment property provided by lessors under operating leases (see HKAS 40);*
 - (c) *biological assets held by lessees under finance leases (see HKAS 41 Agriculture); or*
 - (d) *biological assets provided by lessors under operating leases (see HKAS 41).*
3. This Standard applies to agreements that transfer the right to use assets even though substantial services by the lessor may be called for in connection with the operation or maintenance of such assets. This Standard does not apply to agreements that are contracts for services that do not transfer the right to use assets from one contracting party to the other.

Definitions

4. *The following terms are used in this Standard with the meanings specified:*

A lease is an agreement whereby the lessor conveys to the lessee in return for a payment or series of payments the right to use an asset for an agreed period of time.

A finance lease is a lease that transfers substantially all the risks and rewards incidental to ownership of an asset. Title may or may not eventually be transferred.

An operating lease is a lease other than a finance lease.

A non-cancellable lease is a lease that is cancellable only:

- (a) upon the occurrence of some remote contingency;
- (b) with the permission of the lessor;
- (c) if the lessee enters into a new lease for the same or an equivalent asset with the same lessor; or
- (d) upon payment by the lessee of such an additional amount that, at inception of the lease, continuation of the lease is reasonably certain.

The inception of the lease is the earlier of the date of the lease agreement and the date of commitment by the parties to the principal provisions of the lease. As at this date:

- (a) a lease is classified as either an operating or a finance lease; and
- (b) in the case of a finance lease, the amounts to be recognised at the commencement of the lease term are determined.

The commencement of the lease term is the date from which the lessee is entitled to exercise its right to use the leased asset. It is the date of initial recognition of the lease (ie the recognition of the assets, liabilities, income or expenses resulting from the lease, as appropriate).

The lease term is the non-cancellable period for which the lessee has contracted to lease the asset together with any further terms for which the lessee has the option to continue to lease the asset, with or without further payment, when at the inception of the lease it is reasonably certain that the lessee will exercise the option.

Minimum lease payments are the payments over the lease term that the lessee is or can be required to make, excluding contingent rent, costs for services and taxes to be paid by and reimbursed to the lessor, together with:

- (a) for a lessee, any amounts guaranteed by the lessee or by a party related to the lessee; or
- (b) for a lessor, any residual value guaranteed to the lessor by:
 - (i) the lessee;
 - (ii) a party related to the lessee; or
 - (iii) a third party unrelated to the lessor that is financially capable of discharging the obligations under the guarantee.

However, if the lessee has an option to purchase the asset at a price that is expected to be sufficiently lower than fair value at the date the option becomes exercisable for it to be reasonably certain, at the inception of the lease, that the option will be exercised, the minimum lease payments comprise the minimum payments payable over the lease term to the expected date of exercise of this purchase option and the payment required to exercise it.

Fair value is the amount for which an asset could be exchanged, or a liability settled, between knowledgeable, willing parties in an arm's length transaction.

Economic life is either:

- (a) *the period over which an asset is expected to be economically usable by one or more users; or*
- (b) *the number of production or similar units expected to be obtained from the asset by one or more users.*

Useful life is the estimated remaining period, from the commencement of the lease term, without limitation by the lease term, over which the economic benefits embodied in the asset are expected to be consumed by the entity.

Guaranteed residual value is:

- (a) *for a lessee, that part of the residual value that is guaranteed by the lessee or by a party related to the lessee (the amount of the guarantee being the maximum amount that could, in any event, become payable); and*
- (b) *for a lessor, that part of the residual value that is guaranteed by the lessee or by a third party unrelated to the lessor that is financially capable of discharging the obligations under the guarantee.*

Unguaranteed residual value is that portion of the residual value of the leased asset, the realisation of which by the lessor is not assured or is guaranteed solely by a party related to the lessor.

Initial direct costs are incremental costs that are directly attributable to negotiating and arranging a lease, except for such costs incurred by manufacturer or dealer lessors.

Gross investment in the lease is the aggregate of:

- (a) *the minimum lease payments receivable by the lessor under a finance lease, and*
- (b) *any unguaranteed residual value accruing to the lessor.*

Net investment in the lease is the gross investment in the lease discounted at the interest rate implicit in the lease.

Unearned finance income is the difference between:

- (a) *the gross investment in the lease, and*
- (b) *the net investment in the lease.*

The interest rate implicit in the lease is the discount rate that, at the inception of the lease, causes the aggregate present value of (a) the minimum lease payments and (b) the unguaranteed residual value to be equal to the sum of (i) the fair value of the leased asset and (ii) any initial direct costs of the lessor.

The lessee's incremental borrowing rate of interest is the rate of interest the lessee would have to pay on a similar lease or, if that is not determinable, the rate that, at the inception of the lease, the lessee would incur to borrow over a similar term, and with a similar security, the funds necessary to purchase the asset.

Contingent rent is that portion of the lease payments that is not fixed in amount but is based on the future amount of a factor that changes other than with the passage of time (eg percentage of future sales, amount of future use, future price indices, future market rates of interest).

5. A lease agreement or commitment may include a provision to adjust the lease payments for changes in the construction or acquisition cost of the leased property or for changes in some other measure of cost or value, such as general price levels, or in the lessor's costs of financing the lease, during the period between the inception of the lease and the commencement of the lease term. If so, the effect of any such changes shall be deemed to have taken place at the inception of the lease for the purposes of this Standard.
6. The definition of a lease includes contracts for the hire of an asset that contain a provision giving the hirer an option to acquire title to the asset upon the fulfilment of agreed conditions. These contracts are sometimes known as hire purchase contracts.

Classification of Leases

7. The classification of leases adopted in this Standard is based on the extent to which risks and rewards incidental to ownership of a leased asset lie with the lessor or the lessee. Risks include the possibilities of losses from idle capacity or technological obsolescence and of variations in return because of changing economic conditions. Rewards may be represented by the expectation of profitable operation over the asset's economic life and of gain from appreciation in value or realisation of a residual value.
8. ***A lease is classified as a finance lease if it transfers substantially all the risks and rewards incidental to ownership. A lease is classified as an operating lease if it does not transfer substantially all the risks and rewards incidental to ownership.***
9. Because the transaction between a lessor and a lessee is based on a lease agreement between them, it is appropriate to use consistent definitions. The application of these definitions to the differing circumstances of the lessor and lessee may result in the same lease being classified differently by them. For example, this may be the case if the lessor benefits from a residual value guarantee provided by a party unrelated to the lessee.
10. Whether a lease is a finance lease or an operating lease depends on the substance of the transaction rather than the form of the contract.¹ Examples of situations that individually or in combination would normally lead to a lease being classified as a finance lease are:
 - (a) the lease transfers ownership of the asset to the lessee by the end of the lease term;
 - (b) the lessee has the option to purchase the asset at a price that is expected to be sufficiently lower than the fair value at the date the option becomes exercisable for it to be reasonably certain, at the inception of the lease, that the option will be exercised;

¹ See also HKAS-Int 27 *Evaluating the Substance of Transactions in the Legal Form of a Lease*

- (c) the lease term is for the major part of the economic life of the asset even if title is not transferred;
 - (d) at the inception of the lease the present value of the minimum lease payments amounts to at least substantially all of the fair value of the leased asset; and
 - (e) the leased assets are of such a specialised nature that only the lessee can use them without major modifications.
11. Indicators of situations that individually or in combination could also lead to a lease being classified as a finance lease are:
- (a) if the lessee can cancel the lease, the lessor's losses associated with the cancellation are borne by the lessee;
 - (b) gains or losses from the fluctuation in the fair value of the residual accrue to the lessee (for example, in the form of a rent rebate equalling most of the sales proceeds at the end of the lease); and
 - (c) the lessee has the ability to continue the lease for a secondary period at a rent that is substantially lower than market rent.
12. The examples and indicators in paragraphs 10 and 11 are not always conclusive. If it is clear from other features that the lease does not transfer substantially all risks and rewards incidental to ownership, the lease is classified as an operating lease. For example, this may be the case if ownership of the asset transfers at the end of the lease for a variable payment equal to its then fair value, or if there are contingent rents, as a result of which the lessee does not have substantially all such risks and rewards.
13. Lease classification is made at the inception of the lease. If at any time the lessee and the lessor agree to change the provisions of the lease, other than by renewing the lease, in a manner that would have resulted in a different classification of the lease under the criteria in paragraphs 7-12 if the changed terms had been in effect at the inception of the lease, the revised agreement is regarded as a new agreement over its term. However, changes in estimates (for example, changes in estimates of the economic life or of the residual value of the leased property), or changes in circumstances (for example, default by the lessee), do not give rise to a new classification of a lease for accounting purposes.
14. Leases of land and of buildings are classified as operating or finance leases in the same way as leases of other assets. However, a characteristic of land is that it normally has an indefinite economic life and, if title is not expected to pass to the lessee by the end of the lease term, the lessee normally does not receive substantially all of the risks and rewards incidental to ownership, in which case the lease of land will be an operating lease. A payment made on entering into or acquiring a leasehold that is accounted for as an operating lease represents prepaid lease payments that are amortised over the lease term in accordance with the pattern of benefits provided.
15. The land and buildings elements of a lease of land and buildings are considered separately for the purposes of lease classification. If title to both elements is expected to pass to the lessee by the end of the lease term, both elements are classified as a finance lease, whether analysed as one lease or as two leases, unless it is clear from other features that the lease does not transfer substantially all risks and rewards incidental to ownership of one or both elements. When the land has an indefinite

economic life, the land element is normally classified as an operating lease unless title is expected to pass to the lessee by the end of the lease term, in accordance with paragraph 14. The buildings element is classified as a finance or operating lease in accordance with paragraphs 7-13.

16. Whenever necessary in order to classify and account for a lease of land and buildings, the minimum lease payments (including any lump-sum upfront payments) are allocated between the land and the buildings elements in proportion to the relative fair values of the leasehold interests in the land element and buildings element of the lease at the inception of the lease. If the lease payments cannot be allocated reliably between these two elements, the entire lease is classified as a finance lease, unless it is clear that both elements are operating leases, in which case the entire lease is classified as an operating lease.
17. For a lease of land and buildings in which the amount that would initially be recognised for the land element, in accordance with paragraph 20, is immaterial, the land and buildings may be treated as a single unit for the purpose of lease classification and classified as a finance or operating lease in accordance with paragraphs 7-13. In such a case, the economic life of the buildings is regarded as the economic life of the entire leased asset.
18. Separate measurement of the land and buildings elements is not required when the lessee's interest in both land and buildings is classified as an investment property in accordance with HKAS 40 and the fair value model is adopted. Detailed calculations are required for this assessment only if the classification of one or both elements is otherwise uncertain.
19. In accordance with HKAS 40, it is possible for a lessee to classify a property interest held under an operating lease as an investment property. If it does, the property interest is accounted for as if it were a finance lease and, in addition, the fair value model is used for the asset recognised. The lessee shall continue to account for the lease as a finance lease, even if a subsequent event changes the nature of the lessee's property interest so that it is no longer classified as investment property. This will be the case if, for example, the lessee:
 - (a) occupies the property, which is then transferred to owner-occupied property at a deemed cost equal to its fair value at the date of change in use; or
 - (b) grants a sublease that transfers substantially all of the risks and rewards incidental to ownership of the interest to an unrelated third party. Such a sublease is accounted for by the lessee as a finance lease to the third party, although it may be accounted for as an operating lease by the third party.

Leases in the Financial Statements of Lessees

Finance Leases

Initial Recognition

20. *At the commencement of the lease term, lessees shall recognise finance leases as assets and liabilities in their balance sheets at amounts equal to the fair value of the leased property or, if lower, the present value of the minimum lease payments, each determined at the inception of the lease. The discount rate to be used in calculating the present value of the minimum lease payments is the interest rate implicit in the*

lease, if this is practicable to determine; if not, the lessee's incremental borrowing rate shall be used. Any initial direct costs of the lessee are added to the amount recognised as an asset.

21. Transactions and other events are accounted for and presented in accordance with their substance and financial reality and not merely with legal form. Although the legal form of a lease agreement is that the lessee may acquire no legal title to the leased asset, in the case of finance leases the substance and financial reality are that the lessee acquires the economic benefits of the use of the leased asset for the major part of its economic life in return for entering into an obligation to pay for that right an amount approximating, at the inception of the lease, the fair value of the asset and the related finance charge.
22. If such lease transactions are not reflected in the lessee's balance sheet, the economic resources and the level of obligations of an entity are understated, thereby distorting financial ratios. Therefore, it is appropriate for a finance lease to be recognised in the lessee's balance sheet both as an asset and as an obligation to pay future lease payments. At the commencement of the lease term, the asset and the liability for the future lease payments are recognised in the balance sheet at the same amounts except for any initial direct costs of the lessee that are added to the amount recognised as an asset.
23. It is not appropriate for the liabilities for leased assets to be presented in the financial statements as a deduction from the leased assets. If for the presentation of liabilities on the face of the balance sheet a distinction is made between current and non-current liabilities, the same distinction is made for lease liabilities.
24. Initial direct costs are often incurred in connection with specific leasing activities, such as negotiating and securing leasing arrangements. The costs identified as directly attributable to activities performed by the lessee for a finance lease are added to the amount recognised as an asset.

Subsequent Measurement

25. ***Minimum lease payments shall be apportioned between the finance charge and the reduction of the outstanding liability. The finance charge shall be allocated to each period during the lease term so as to produce a constant periodic rate of interest on the remaining balance of the liability. Contingent rents shall be charged as expenses in the periods in which they are incurred.***
26. In practice, in allocating the finance charge to periods during the lease term, a lessee may use some form of approximation to simplify the calculation.
27. ***A finance lease gives rise to depreciation expense for depreciable assets as well as finance expense for each accounting period. The depreciation policy for depreciable leased assets shall be consistent with that for depreciable assets that are owned, and the depreciation recognised shall be calculated in accordance with HKAS 16 Property, Plant and Equipment and HKAS 38 Intangible Assets. If there is no reasonable certainty that the lessee will obtain ownership by the end of the lease term, the asset shall be fully depreciated over the shorter of the lease term and its useful life.***

28. The depreciable amount of a leased asset is allocated to each accounting period during the period of expected use on a systematic basis consistent with the depreciation policy the lessee adopts for depreciable assets that are owned. If there is reasonable certainty that the lessee will obtain ownership by the end of the lease term, the period of expected use is the useful life of the asset; otherwise the asset is depreciated over the shorter of the lease term and its useful life.
29. The sum of the depreciation expense for the asset and the finance expense for the period is rarely the same as the lease payments payable for the period, and it is, therefore, inappropriate simply to recognise the lease payments payable as an expense. Accordingly, the asset and the related liability are unlikely to be equal in amount after the commencement of the lease term.
30. To determine whether a leased asset has become impaired, an entity applies HKAS 36 *Impairment of Assets*.
31. ***Lessees shall, in addition to meeting the requirements of HKAS 32 Financial Instruments: Disclosure and Presentation, make the following disclosures for finance leases:***
- (a) ***for each class of asset, the net carrying amount at the balance sheet date.***
 - (b) ***a reconciliation between the total of future minimum lease payments at the balance sheet date, and their present value. In addition, an entity shall disclose the total of future minimum lease payments at the balance sheet date, and their present value, for each of the following periods:***
 - (i) ***not later than one year;***
 - (ii) ***later than one year and not later than five years;***
 - (iii) ***later than five years.***
 - (c) ***contingent rents recognised as an expense in the period.***
 - (d) ***the total of future minimum sublease payments expected to be received under non-cancellable subleases at the balance sheet date.***
 - (e) ***a general description of the lessee's material leasing arrangements including, but not limited to, the following:***
 - (i) ***the basis on which contingent rent payable is determined;***
 - (ii) ***the existence and terms of renewal or purchase options and escalation clauses; and***
 - (iii) ***restrictions imposed by lease arrangements, such as those concerning dividends, additional debt, and further leasing.***
32. In addition, the requirements for disclosure in accordance with HKAS 16, HKAS 36, HKAS 38, HKAS 40 and HKAS 41 apply to lessees for assets leased under finance leases.

Operating Leases

33. *Lease payments under an operating lease shall be recognised as an expense on a straight-line basis over the lease term unless another systematic basis is more representative of the time pattern of the user's benefit.*²
34. For operating leases, lease payments (excluding costs for services such as insurance and maintenance) are recognised as an expense on a straight-line basis unless another systematic basis is representative of the time pattern of the user's benefit, even if the payments are not on that basis.
35. *Lessees shall, in addition to meeting the requirements of HKAS 32, make the following disclosures for operating leases:*
- (a) *the total of future minimum lease payments under non-cancellable operating leases for each of the following periods:*
 - (i) *not later than one year;*
 - (ii) *later than one year and not later than five years;*
 - (iii) *later than five years.*
 - (b) *the total of future minimum sublease payments expected to be received under non-cancellable subleases at the balance sheet date.*
 - (c) *lease and sublease payments recognised as an expense in the period, with separate amounts for minimum lease payments, contingent rents, and sublease payments.*
 - (d) *a general description of the lessee's significant leasing arrangements including, but not limited to, the following:*
 - (i) *the basis on which contingent rent payable is determined;*
 - (ii) *the existence and terms of renewal or purchase options and escalation clauses; and*
 - (iii) *restrictions imposed by lease arrangements, such as those concerning dividends, additional debt, and further leasing.*

Leases in the Financial Statements of Lessors

Finance Leases

Initial Recognition

36. *Lessors shall recognise assets held under a finance lease in their balance sheets and present them as a receivable at an amount equal to the net investment in the lease.*

² See also HKAS-Int15 *Operating Leases – Incentives*.

37. Under a finance lease substantially all the risks and rewards incidental to legal ownership are transferred by the lessor, and thus the lease payment receivable is treated by the lessor as repayment of principal and finance income to reimburse and reward the lessor for its investment and services.
38. Initial direct costs are often incurred by lessors and include amounts such as commissions, legal fees and internal costs that are incremental and directly attributable to negotiating and arranging a lease. They exclude general overheads such as those incurred by a sales and marketing team. For finance leases other than those involving manufacturer or dealer lessors, initial direct costs are included in the initial measurement of the finance lease receivable and reduce the amount of income recognised over the lease term. The interest rate implicit in the lease is defined in such a way that the initial direct costs are included automatically in the finance lease receivable; there is no need to add them separately. Costs incurred by manufacturer or dealer lessors in connection with negotiating and arranging a lease are excluded from the definition of initial direct costs. As a result, they are excluded from the net investment in the lease and are recognised as an expense when the selling profit is recognised, which for a finance lease is normally at the commencement of the lease term.

Subsequent Measurement

39. ***The recognition of finance income shall be based on a pattern reflecting a constant periodic rate of return on the lessor's net investment in the finance lease.***
40. A lessor aims to allocate finance income over the lease term on a systematic and rational basis. This income allocation is based on a pattern reflecting a constant periodic return on the lessor's net investment in the finance lease. Lease payments relating to the period, excluding costs for services, are applied against the gross investment in the lease to reduce both the principal and the unearned finance income.
41. Estimated unguaranteed residual values used in computing the lessor's gross investment in a lease are reviewed regularly. If there has been a reduction in the estimated unguaranteed residual value, the income allocation over the lease term is revised and any reduction in respect of amounts accrued is recognised immediately.
42. ***Manufacturer or dealer lessors shall recognise selling profit or loss in the period, in accordance with the policy followed by the entity for outright sales. If artificially low rates of interest are quoted, selling profit shall be restricted to that which would apply if a market rate of interest were charged. Costs incurred by manufacturer or dealer lessors in connection with negotiating and arranging a lease shall be recognised as an expense when the selling profit is recognised.***
43. Manufacturers or dealers often offer to customers the choice of either buying or leasing an asset. A finance lease of an asset by a manufacturer or dealer lessor gives rise to two types of income:
- (a) profit or loss equivalent to the profit or loss resulting from an outright sale of the asset being leased, at normal selling prices, reflecting any applicable volume or trade discounts; and
 - (b) finance income over the lease term.

44. The sales revenue recognised at the commencement of the lease term by a manufacturer or dealer lessor is the fair value of the asset, or, if lower, the present value of the minimum lease payments accruing to the lessor, computed at a market rate of interest. The cost of sale recognised at the commencement of the lease term is the cost, or carrying amount if different, of the leased property less the present value of the unguaranteed residual value. The difference between the sales revenue and the cost of sale is the selling profit, which is recognised in accordance with the entity's policy for outright sales.
45. Manufacturer or dealer lessors sometimes quote artificially low rates of interest in order to attract customers. The use of such a rate would result in an excessive portion of the total income from the transaction being recognised at the time of sale. If artificially low rates of interest are quoted, selling profit is restricted to that which would apply if a market rate of interest were charged.
46. Costs incurred by a manufacturer or dealer lessor in connection with negotiating and arranging a finance lease are recognised as an expense at the commencement of the lease term because they are mainly related to earning the manufacturer's or dealer's selling profit.
47. ***Lessors shall, in addition to meeting the requirements in HKAS 32, disclose the following for finance leases:***
- (a) ***a reconciliation between the gross investment in the lease at the balance sheet date, and the present value of minimum lease payments receivable at the balance sheet date. In addition, an entity shall disclose the gross investment in the lease and the present value of minimum lease payments receivable at the balance sheet date, for each of the following periods:***
 - (i) ***not later than one year;***
 - (ii) ***later than one year and not later than five years;***
 - (iii) ***later than five years.***
 - (b) ***unearned finance income.***
 - (c) ***the unguaranteed residual values accruing to the benefit of the lessor.***
 - (d) ***the accumulated allowance for uncollectible minimum lease payments receivable.***
 - (e) ***contingent rents recognised as income in the period.***
 - (f) ***a general description of the lessor's material leasing arrangements.***
48. As an indicator of growth it is often useful also to disclose the gross investment less unearned income in new business added during the period, after deducting the relevant amounts for cancelled leases.

Operating Leases

49. ***Lessors shall present assets subject to operating leases in their balance sheets according to the nature of the asset.***

50. ***Lease income from operating leases shall be recognised in income on a straight-line basis over the lease term, unless another systematic basis is more representative of the time pattern in which use benefit derived from the leased asset is diminished.***³
51. Costs, including depreciation, incurred in earning the lease income are recognised as expense. Lease income (excluding receipts for services provided such as insurance and maintenance) is recognised on a straight-line basis over the lease term even if the receipts are not on such a basis, unless another systematic basis is more representative of the time pattern in which use benefit derived from the leased asset is diminished.
52. ***Initial direct costs incurred by lessors in negotiating and arranging an operating lease shall be added to the carrying amount of the leased asset and recognised as an expense over the lease term on the same basis as the lease income.***
53. ***The depreciation policy for depreciable leased assets shall be consistent with the lessor's normal depreciation policy for similar assets, and depreciation shall be calculated in accordance with HKAS 16 and HKAS 38 .***
54. To determine whether a leased asset has become impaired, an entity applies HKAS 36.
55. A manufacturer or dealer lessor does not recognise any selling profit on entering into an operating lease because it is not the equivalent of a sale.
56. ***Lessors shall, in addition to meeting the requirements of HKAS 32, disclose the following for operating leases:***
- (a) the future minimum lease payments under non-cancellable operating leases in the aggregate and for each of the following periods:***
- (i) not later than one year;***
- (ii) later than one year and not later than five years;***
- (iii) later than five years.***
- (b) total contingent rents recognised as income in the period.***
- (c) a general description of the lessor's leasing arrangements.***
57. In addition, the disclosure requirements in HKAS 16, HKAS 36, HKAS 38, HKAS 40 and HKAS 41 apply to lessors for assets provided under operating leases.

Sale and Leaseback Transactions

58. A sale and leaseback transaction involves the sale of an asset and the leasing back of the same asset. The lease payment and the sale price are usually interdependent because they are negotiated as a package. The accounting treatment of a sale and leaseback transaction depends upon the type of lease involved.

³ See also HKAS-Int 15 *Operating Leases – Incentives*.

59. ***If a sale and leaseback transaction results in a finance lease, any excess of sales proceeds over the carrying amount shall not be immediately recognised as income by a seller-lessee. Instead, it shall be deferred and amortised over the lease term.***
60. If the leaseback is a finance lease, the transaction is a means whereby the lessor provides finance to the lessee, with the asset as security. For this reason it is not appropriate to regard an excess of sales proceeds over the carrying amount as income. Such excess is deferred and amortised over the lease term.
61. ***If a sale and leaseback transaction results in an operating lease, and it is clear that the transaction is established at fair value, any profit or loss shall be recognised immediately. If the sale price is below fair value, any profit or loss shall be recognised immediately except that, if the loss is compensated for by future lease payments at below market price, it shall be deferred and amortised in proportion to the lease payments over the period for which the asset is expected to be used. If the sale price is above fair value, the excess over fair value shall be deferred and amortised over the period for which the asset is expected to be used.***
62. If the leaseback is an operating lease, and the lease payments and the sale price are at fair value, there has in effect been a normal sale transaction and any profit or loss is recognised immediately.
63. ***For operating leases, if the fair value at the time of a sale and leaseback transaction is less than the carrying amount of the asset, a loss equal to the amount of the difference between the carrying amount and fair value shall be recognised immediately.***
64. For finance leases, no such adjustment is necessary unless there has been an impairment in value, in which case the carrying amount is reduced to recoverable amount in accordance with HKAS 36.
65. Disclosure requirements for lessees and lessors apply equally to sale and leaseback transactions. The required description of material leasing arrangements leads to disclosure of unique or unusual provisions of the agreement or terms of the sale and leaseback transactions.
66. Sale and leaseback transactions may trigger the separate disclosure criteria in HKAS 1 *Presentation of Financial Statements*.

Transitional Provisions

67. ***Subject to paragraph 68, retrospective application of this Standard is encouraged but not required. If the Standard is not applied retrospectively, the balance of any pre-existing finance lease is deemed to have been properly determined by the lessor and shall be accounted for thereafter in accordance with the provisions of this Standard.***
68. ***An entity that has previously applied SSAP 14 (revised 2000) shall apply the amendments made by this Standard retrospectively for all leases or, if SSAP 14 (revised 2000) was not applied retrospectively, for all leases entered into since it first applied that Standard.***

Effective Date

69. *An entity shall apply this Standard for annual periods beginning on or after 1 January 2005. Earlier application is encouraged. If an entity applies this Standard for a period beginning before 1 January 2005 it shall disclose that fact and apply Hong Kong Accounting Standards Interpretation (HKAS-Int) 13 Operating Leases - Incentives at the same time.*
- 69A. If an entity decides to apply this Standard for an earlier period, it is not required to apply all the HKASs with the effective date for that same period. However, it is required to apply the amendments set out in the appendix on amendments to other pronouncements for that earlier period.

Withdrawal of SSAP 14 (revised 2000)

70. This Standard supersedes SSAP 14 17 *Leases* (revised in 2000).

Appendix

Comparison with International Accounting Standards

This comparison appendix, which was prepared as at 9 March 2004 and deals only with significant differences in the standards extant, is produced for information only and does not form part of the standards in HKAS 17.

The International Accounting Standard comparable with HKAS 17 is IAS 17 *Leases*.

There are no major textual differences between HKAS 17 and IAS 17.

Appendix

Amendments to Other Pronouncements

The amendments in this appendix shall be applied for annual periods beginning on or after 1 January 2005. If an entity applies this Standard for an earlier period, these amendments shall be applied for that earlier period.

The accounting standard and paragraph references that appear below may differ from those found in the existing SSAPs as they have taken into account the changes to be made to the name, number, paragraph numbering as well as appendix referencing of the existing SSAPs in order to conform to those of the equivalent IASs.

A1. [Not used]

A2. In the Guidance on Implementing HKFRS 1 *First-time Adoption of Hong Kong Financial Reporting Standards*, paragraph IG14 is amended to read as follows:

IG14 At the date of transition to HKFRSs, a lessee or lessor classifies leases as operating leases or finance leases on the basis of circumstances existing at the inception of the lease (HKAS 17, paragraph 13). In some cases, the lessee and the lessor may agree to change the provisions of the lease, other than by renewing the lease, in a manner that would have resulted in a different classification in accordance with HKAS 17 had the changed terms been in effect at the inception of the lease. If so, the revised agreement is considered as a new agreement over its term. However, changes in estimates (for example, changes in estimates of the economic life or of the residual value of the leased property) or changes in circumstances (for example, default by the lessee) do not give rise to a new classification of a lease.

Basis for Conclusions

This Basis for Conclusions accompanies, but is not part of, HKAS 17.

HKAS 17 is based on IAS 17, *Leases*. In approving HKAS 17, the Council of the Hong Kong Society of Accountants considered and agreed with the IASB's basis for conclusions on IAS 17 (revised 2004). Accordingly, there are no significant differences between HKAS 17 and IAS 17. The IASB's basis for conclusions is reproduced below for reference. The paragraph numbers of IAS 17 referred to below generally correspond with those in HKAS 17.

Introduction

- BC1. This Basis for Conclusions summarises the International Accounting Standards Board's considerations in reaching its conclusions on revising IAS 17 *Leases* in 2003. Individual Board members gave greater weight to some factors than to others.
- BC2. In July 2001 the Board announced that, as part of its initial agenda of technical projects, it would undertake a project to improve a number of Standards, including IAS 17. The project was undertaken in the light of queries and criticisms raised in relation to the Standards by securities regulators, professional accountants and other interested parties. The objectives of the Improvements project were to reduce or eliminate alternatives, redundancies and conflicts within existing Standards, to deal with some convergence issues and to make other improvements. In May 2002 the Board published its proposals in an Exposure Draft of *Improvements to International Accounting Standards*, with a comment deadline of 16 September 2002. The Board received over 160 comment letters on the Exposure Draft.
- BC3. Because the Board's intention was not to reconsider the fundamental approach to the accounting for leases established by IAS 17, this Basis for Conclusions does not discuss requirements in IAS 17 that the Board has not reconsidered.

Classification of Leases – Leases of Land and Buildings

- BC4. Paragraph 14 of the Standard requires a lease of land with an indefinite economic life to be normally classified as an operating lease, unless title is expected to pass to the lessee by the end of the lease term. The previous version of IAS 17 was not explicit about how to classify a lease of land and buildings.
- BC5. This is a matter of concern in countries where property rights are obtained under long-term leases and the substance of those leases differs little from buying a property. Therefore, the Board decided to deal with this matter in its Improvements project and not to defer its resolution until the more fundamental project on leases was completed.
- BC6. The Board noted that two approaches are applied in practice. The first is to treat such a lease as a single unit and to classify it as an operating lease in its entirety. The second is to split the lease into two elements—a lease of land and a lease of buildings. The Board decided that the first approach does not adequately reflect the assets controlled by the entity or their usage and financing. It is also inconsistent with the classification and the measurement of other leases. Therefore, the Board rejected the first approach of classifying a lease of land and buildings as an operating lease in its entirety.

- BC7. The Board agreed on the second approach of splitting the lease into two elements—a lease of land and a lease of buildings. The land element would normally be classified as an operating lease in accordance with paragraph 14 of the revised Standard and the buildings element classified as an operating or finance lease by applying the conditions in paragraphs 7-13. The Board noted that generally accepted accounting principles in Australia, Canada and the United States all explicitly require a lease of land and buildings to be split into two elements.
- BC8. The Board also discussed a third approach, namely whether to delete the requirement (in paragraph 14 of the Standard) normally to classify a lease of land as an operating lease when title does not pass at the end of the lease and to require such a lease to be classified as a finance lease when all other conditions for finance lease classification in the Standard are met. The Board noted that such an accounting treatment would conflict with the criteria for lease classification in the Standard, which are based on the extent to which the risks and rewards incidental to ownership of a leased asset lie with the lessor or the lessee. Indeed, land normally has an indefinite economic life and hence there are significant risks and rewards associated with the land at the end of the lease term, which do not pass to the lessee. Therefore, the Board rejected this approach.

Allocation of Minimum Lease Payments Between Land and Buildings

- BC9. The Exposure Draft proposed that the allocation of the minimum lease payments between land and buildings should be made in proportion to their relative fair values at the inception of the lease. Respondents to the Exposure Draft questioned whether the allocation basis referred to the land and buildings components of the fair value of the property or the fair value of those components to the extent they were the subject of the lease.
- BC10. The Board noted that an allocation of the minimum lease payments by reference to the relative fair values of the land and buildings would not reflect the fact that land often has an indefinite economic life, and therefore would be expected to maintain its value beyond the lease term. In contrast, the future economic benefits of a building are likely to be used up, at the least to some extent, over the lease term. Therefore, it would be reasonable to expect that the lease payments relating to the building would be set at a level that enabled the lessor not only to make a return on initial investment, but also to recoup the value of the building used up over the term of the lease. In the case of land, the lessor would not normally need compensation for using up the land.
- BC11. Therefore, the Board decided to clarify in the Standard that the allocation of the minimum lease payments is weighted to reflect their role in compensating the lessor, and not by reference to the relative fair values of the land and buildings. In other words, the weighting should reflect the lessee's leasehold interest in the land and the buildings. In the extreme case that a building is fully depreciated over the lease term, the minimum lease payments would need to be weighted to provide a return plus the full depreciation of the building's value at the inception of the lease. The leasehold interest in the land would, assuming a residual value that equals its value at the inception of the lease, have a weighting that reflects only a return on the initial investment.

Impracticability of Split Between Land and Buildings

BC12. A question that arises is how to treat leases for which it is not possible to measure the two elements reliably (eg because similar land and buildings are not sold or leased separately). One possibility would be to classify the entire lease as a finance lease. This would prevent a lessee from avoiding finance lease treatment for the buildings by asserting that it cannot separately measure the two elements. However, it may be apparent from the circumstances that classifying the entire lease as a finance lease is not representationally faithful. In view of this, the Board decided that when it is not possible to measure the two elements reliably, the entire lease should be classified as a finance lease unless it is clear that both elements should be classified as an operating lease.

Exception to the Requirement to Separate the Land and Buildings Elements

BC13. The Board discussed whether to allow or require an exception from the requirement to separate the land and buildings elements in cases in which the present value of the land element at the inception of the lease is small in relation to the value of the entire lease. In such cases the benefits of separating the lease into two elements and accounting for each separately may not outweigh the costs. The Board noted that generally accepted accounting principles in Australia, Canada and the United States allow or require such leases to be classified and accounted for as a single unit, with finance lease treatment being used when the relevant criteria are met. The Board decided to allow land and buildings to be treated as a single unit when the land element is immaterial.

BC14. Some respondents on the Exposure Draft requested guidance on how small the relative value of the land element needs to be in relation to the total value of the lease. The Board decided not to introduce a bright line such as a specific percentage threshold. The Board decided that the normal provisions on materiality should apply.

Transitional Provisions

BC15. The Board decided that the requirement to separate the land and buildings elements in a lease of land and buildings should be applied retrospectively. It noted that there will be cases when it will be impracticable to reassess the treatment of these leases retrospectively, because doing so requires estimating what the fair value of the two elements was at the inception of the lease, which may have been many years before. The Board also noted that IAS 8 *Accounting Policies, Changes in Accounting Estimates and Errors* contains guidance on when it is impracticable to apply retrospectively a change in accounting policy and therefore decided not to provide specific transitional provisions for the implementation of this revision to IAS 17.

Inception of the Lease and Commencement of the Lease Term

BC16. The previous version of IAS 17 did not define the commencement of the lease term. It implicitly assumed that commencement (when the lease begins) and inception (when the agreement is entered into) are simultaneous. Some respondents questioned what should happen if there is a time lag between the two dates, particularly if the amounts change – for example, because the asset is under construction and the final cost is not known at inception. The Standard now specifies that recognition takes place at commencement, based on values measured at inception. However, if the lease is

adjusted for changes in the lessor's costs between the inception of the lease and the commencement of the lease term, the effect of any such changes is deemed to have taken place at inception. These revisions are consistent with generally accepted accounting principles in Australia, Canada and the United States, and are consistent with the present accounting treatment of most ordinary purchases and sales.

BC17. In agreeing this treatment, the Board noted that measurement at commencement would have been more satisfactory in principle. However, this cannot be done properly within the framework of IAS 17 because the Standard generally requires a finance lease receivable or payable to be recognised at an amount based on the fair value of the asset, which is inappropriate at any date after inception.

Leases in the Financial Statements of Lessors Other Than Manufacturers and Dealers

BC18. Lessors may incur direct costs in negotiating a lease, such as commissions, brokers' fees and legal fees. The previous version of IAS 17 contained a choice on how to account for such costs—they might be either charged as an expense as incurred or allocated over the lease term. The choice of treatment applied to operating and finance leases. In the case of a finance lease, paragraph 33 of the previous version of IAS 17 stated that allocation over the lease term might be achieved by recognising the cost as an expense and, in the same period, recognising an equal amount of unearned finance income.

BC19. The Board decided that this treatment was not in accordance with the *Framework for the Preparation and Presentation of Financial Statements*. Its effect was to recognise some future finance income as income and an asset at the commencement of the lease term. However, at that date, the *Framework's* definitions of income and assets are not met. Therefore the Board decided that if direct costs incurred by lessors are to be allocated over the lease term, this should be achieved by including them in the carrying amount of the lease asset.

BC20. The Board noted that standard-setters in Australia, Canada, France, Japan, the United Kingdom and the United States either permit or require initial direct costs to be allocated over the lease term. The Board also noted that other Standards permit or require the recognition of a range of similar costs in the carrying amount of assets, generally subject to those costs being directly attributable to the acquisition of the asset in question. Hence, for reasons of convergence and comparability with other Standards, the Board decided to require initial direct costs to be included in the carrying amount of the lease asset.

BC21. For consistency with other Standards, in particular IAS 39 *Financial Instruments: Recognition and Measurement*, the Board decided that recognition in the carrying amount of assets should be restricted to costs that are incremental and directly attributable to negotiating and arranging a lease.

Implementation Guidance

Illustrative Examples of Sale and Leaseback Transactions that Result in Operating Leases

This guidance accompanies, but is not part of, HKAS 17.

A sale and leaseback transaction that results in an operating lease may give rise to profit or a loss, the determination and treatment of which depends on the leased asset's carrying amount, fair value and selling price. The table below shows the requirements of the Standard in various circumstances.

Sale price at fair value (paragraph 61)	Carrying amount equal to fair value	Carrying amount less than fair value	Carrying amount above fair value
Profit	no profit	recognise profit immediately	not applicable
Loss	no loss	not applicable	recognise loss immediately

Sale price below fair value (paragraph 61)			
Profit	no profit	recognise profit immediately	no profit (note 1)
Loss not compensated for by future lease payments at below market price	recognise loss immediately	recognise loss immediately	(note 1)
Loss compensated for by future lease payments at below market price	defer and amortise loss	defer and amortise loss	(note 1)

Sale price above fair value (paragraph 61)			
Profit	defer and amortise profit	defer and amortise excess profit (note 3)	defer and amortise profit (note 2)
Loss	no loss	no loss	(note 1)

Note 1 These parts of the table represent circumstances dealt with in paragraph 63 of the Standard. Paragraph 63 requires the carrying amount of an asset to be written down to fair value where it is subject to a sale and leaseback.

Note 2 Profit is the difference between fair value and sale price because the carrying amount would have been written down to fair value in accordance with paragraph 63.

Note 3 The excess profit (the excess of sale price over fair value) is deferred and amortised over the period for which the asset is expected to be used. Any excess of fair value over carrying amount is recognised immediately.

Table of Concordance

This table shows how the contents of the superseded SSAP 14 and the HKAS 17 correspond. Paragraphs are treated as corresponding if they broadly address the same matter even though the guidance may differ.

Superseded SSAP 14 paragraph	Current HKAS 17 paragraph
Objective	1
1	2
2	3
3	4
4	6
5	7
6	8
7	9
8	10
9	11
10	13
11	14
12	20
13	21
14	22
15	23
16	24
17	25
18	26
19	27
20	28
21	29
22	30

Superseded SSAP 14 paragraph	Current HKAS 17 paragraph
23	31
24	32
25	33
26	34
27-29	HKAS-Int-15
30	35
31	36
32	37
33	39
34	40
35	41
36	38
37	42
38	43
39	44
40	45
41	46
42	47
43	48
44	49
45	50
46	51
47	52
48-49	HKAS-Int-15
50	53

Superseded SSAP 14 paragraph	Current HKAS 17 paragraph
51	54
52	55
53	56
54	58
55	59
56	60
57	61
58	62
59	63
60	64

Superseded SSAP 14 paragraph	Current HKAS 17 paragraph
61	65
62	66
63	67
64	69
65	70
None	5
None	12
None	15-19
None	57
None	68
Appendix A	Implementation Guidance