

## FASB Leases - Topic 842

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### Respondent information

#### Type of entity or individual:

Lessor, CPA

#### Contact information:

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### Questions and responses

1. This revised Exposure Draft defines a lease as “a contract that conveys the right to use an asset (the underlying asset) for a period of time in exchange for consideration.” An entity would determine whether a contract contains a lease by assessing whether: 1. Fulfillment of the contract depends on the use of an identified asset.2. The contract conveys the right to control the use of the identified asset for a period of time in exchange for consideration.A contract conveys the right to control the use of an asset if the customer has the ability to direct the use and receive the benefits from use of the identified asset.Do you agree with the definition of a lease and the proposed requirements in paragraphs 842-10-15-2 through15-16 for how an entity would determine whether a contract contains a lease? Why or why not? If not, how would you define a lease? Please supply specific fact patterns, if any,to which you think the proposed definition of a lease is difficult to apply or leads to a conclusion that does not reflect the economics of the transaction.

Yes

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2. This revised Exposure Draft would require an entity to recognize assets and liabilities arising from a lease. When assessing how to account for a lease, a lessee and a lessor would classify a lease on the basis of whether a lessee is expected to consume more than an insignificant portion of the economic benefits embedded in the underlying asset. This revised Exposure Draft would require an entity to apply that consumption principle by presuming that leases of property are Type B leases and leases of assets other than property are Type A leases, unless specified classification criteria are met. Those classification criteria are different for leases of property and leases of assets other than property to reflect the different natures of property (which often embeds a land element) and assets other than property. The Boards acknowledge that, for some leases, the application of the classification criteria might result in different outcomes than if the consumption principle were to be applied without additional requirements. Nonetheless, this revised Exposure Draft would require an entity to classify leases by applying the classification criteria in paragraphs 842-10-25-5 through 25-8 to simplify the proposals. Lessee Accounting A lessee would do the following:
1. For all leases, recognize a right-of-use asset and a lease liability, initially measured at the present value of lease payments (except if a lessee elects to apply the recognition exemption for short-term leases).
  2. For Type A leases, subsequently measure the lease liability on an amortized cost basis and amortize the right-of-use asset on a systematic basis that reflects the pattern in which the lessee expects to consume the right-of-use asset's future economic benefits. The lessee would present the unwinding of the discount on the lease liability as interest separately from the amortization of the right-of-use asset.
  3. For Type B leases, subsequently measure the lease liability on an amortized cost basis and amortize the right-of-use asset in each period so that the lessee would recognize the total lease cost on a straight-line basis over the lease term. In each period, the lessee would present a single lease cost combining the unwinding of the discount on the lease liability with the amortization of the right of use asset.
- Lessor Accounting A lessor would do the following:
1. For Type A leases, derecognize the underlying asset and recognize a lease receivable and a residual asset. The lessor would recognize both of the following:
    - a. The unwinding of the discount on both the lease receivable and the residual asset as interest income over the lease term
    - b. Any profit relating to the lease (as described in paragraph 842-30-30-7) at the commencement date.
  2. For Type B leases (and any short-term leases if the lessor elects to apply the exemption for short-term leases), continue to recognize the underlying asset and recognize lease income over the lease term, typically on a straight-line basis.
- Question 2: Lessee Accounting Do you agree that the recognition, measurement, and presentation of expenses and cash flows arising from a lease should differ for different leases, depending on whether the lessee is expected to consume more than an insignificant portion of the economic benefits embedded in the underlying asset? Why or why not? If not, what alternative approach would you propose and why?

I agree that contracts should be treated differently based on their terms. However, this concept is already covered by FAS 13. If current FAS 13 requirements are deemed unacceptable, let's debate where the line should be drawn between a capital lease and an operating lease (e.g. use 50% of economic life instead of 75%). This approach would have benefit of simplicity and working within a framework that everyone is already familiar with. It will also maintain operating lease treatment for contracts which are clearly temporary in nature, and provide firm guidance on how to classify an equipment lease.

3. Do you agree that a lessor should apply a different accounting approach to different leases, depending on whether the lessee is expected to consume more than an insignificant portion of the economic benefits embedded in the underlying asset? Why or why not? If not, what alternative approach would you propose and why?

My answer here is similar to my answer to Question 2. Yes, contracts should be treated differently based on the economic substance. Current rules already cover this. I commend the Boards for minimizing changes to existing lessor accounting. But again, I believe the current framework of FAS 13 can be modified to achieve the ultimate goal of capitalizing more leases which appear to be sales of equipment in substance.

4. Do you agree that the principle on the lessee's expected consumption of the economic benefits embedded in the underlying asset should be applied using the requirements set out in paragraphs 842-10-25-5 through 25-8, which differ depending on whether the underlying asset is property? Why or why not? If not, what alternative approach would you propose and why?

The consumption of economic benefits should be reflected in depreciation of the equipment, if classified as a capital lease under FAS 13. If the substance of the contract is deemed to be a purchase, report the equipment as such. No need to complicate the presentation with a separate "right of use" intangible.

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5. This revised Exposure Draft would require that a lessee and a lessor measure assets and liabilities arising from a lease on a basis that: 1. Reflects a lease term determined as the noncancellable period, together with both of the following: a. Periods covered by an option to extend the lease if the lessee has a significant economic incentive to exercise that option b. Periods covered by an option to terminate the lease if the lessee has a significant economic incentive not to exercise that option. 2. Includes fixed lease payments and variable lease payments that depend on an index or a rate (such as the Consumer Price Index or a market interest rate) but excludes other variable lease payments unless those payments are in-substance fixed payments. The lessee and lessor would measure variable lease payments that depend on an index or a rate using the index or rate at the commencement date. A lessee would reassess the measurement of the lease liability, and a lessor would reassess the measurement of the lease receivable, if either of the following occurs: 1. There is a change in relevant factors that would result in a change in the lease term (as described in paragraph 842-10-55-5). 2. There is a change in an index or a rate used to determine lease payments. Question 5: Lease Term Do you agree with the proposals on lease term, including the reassessment of the lease term if there is a change in relevant factors? Why or why not? If not, how do you propose that a lessee and a lessor should determine the lease and why?

Yes, provided the lease term is then applied to the existing (or modified) rules of FAS 13.

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6. Do you agree with the proposals on the measurement of variable lease payments, including reassessment if there is a change in an index or a rate used to determine lease payments? Why or why not? If not, how do you propose that a lessee and a lessor should account for variable lease payments and why?

Yes, seems reasonable.

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7. Subparagraphs 842-10-65-1(b) through (h) and (k) through (y) state that a lessee and a lessor would recognize and measure leases at the beginning of the earliest period presented using either a modified retrospective approach or a full retrospective approach. Do you agree with those proposals? Why or why not? If not, what transition requirements do you propose and why? Are there any additional transition issues the Boards should consider? If yes, what are they and why?

My concern with the transition period is secondary to the actual changes themselves. My hope is that the changes are ultimately minor, and therefore the adjustments to prior periods will be minimal or nonexistent.

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8. Paragraphs 842-10-50-1, 842-20-50-1 through 50-10, and 842-30-50-1 through 50-13 set out the disclosure requirements for a lessee and a lessor. Those proposals include maturity analyses of undiscounted lease payments, reconciliations of amounts recognized in the statement of financial position, and narrative disclosures about leases (including information about variable lease payments and options). Do you agree with those proposals? Why or why not? If not, what changes do you propose and why?

Disclosures appear reasonable, but again, I would prefer to work within the existing framework of FAS 13 instead of overhauling the entire structure.

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9. To strive for a reasonable balance between the costs and benefits of information, the FASB decided to provide the following specified reliefs for nonpublic entities: 1. To permit a nonpublic entity to make an accounting policy election to use a risk-free discount rate to measure the lease liability. If an entity elects to use a risk-free discount rate, that fact should be disclosed. 2. To exempt a nonpublic entity from the requirement to provide a reconciliation of the opening and closing balance of the lease liability. Will these specified reliefs for nonpublic entities help reduce the cost of implementing the new lease accounting requirements without unduly sacrificing information necessary for users of their financial statements? If not, what changes do you propose and why?

Yes, these proposals will provide some relief to nonpublic entities, and are appreciated. However, the substance of the proposed standard is so complex that it will be a challenge for smaller companies to comply. These entities are familiar with FAS 13, and could incorporate any modifications to this standard with little difficulty. As stated in my previous answers, I believe that would be preferable to what the Boards have proposed.

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10. The FASB decided that the recognition and measurement requirements for all leases should be applied by lessees and lessors that are related parties based on the legally enforceable terms and conditions of the lease, acknowledging that some related party transactions are not documented and/or the terms and conditions are not at arm's length. In addition, lessees and lessors would be required to apply the disclosure requirements for related party transactions in Topic 850, Related Party Disclosures. Under existing U.S. GAAP, entities are required to account for leases with related parties on the basis of their economic substance, which may be difficult when there are no legally enforceable terms and conditions of the agreement. Question 10: (FASB Only) Do you agree that it is not necessary to provide different recognition and measurement requirements for related party leases (for example, to require the lease to be accounted for based on the economic substance of the lease rather than the legally enforceable terms and conditions)? If not, what different recognition and measurement requirements do you propose and why?

I agree.

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11. Do you agree that it is not necessary to provide additional disclosures (beyond those required by Topic 850) for related party leases? If not, what additional disclosure requirements would you propose and why?

I agree. Inclusion in Related Party Transaction disclosures should be sufficient.

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12. The IASB is proposing amendments to other IFRSs as a result of the proposals in this revised Exposure Draft, including amendments to IAS 40, Investment Property. The amendments to IAS 40 propose that a right-of-use asset arising from a lease of property would be within the scope of IAS 40 if the leased property meets the definition of investment property. This would represent a change from the current scope of IAS 40, which permits, but does not require, property held under an operating lease to be accounted for as investment property using the fair value model in IAS 40 if it meets the definition of investment property. Do you agree that a right-of-use asset should be within the scope of IAS 40 if the leased property meets the definition of investment property? If not, what alternative would you propose and why?

I do not deal with IAS 40, so I will decline to comment here. Refer to my previous responses and references to FAS 13.

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Additional comments - updt. Please provide any additional comments on the Invitation to Comment:

Thank you for the opportunity to provide my input.

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Additional comments - process. Please provide any comments on the electronic feedback process:

This process worked well. More efficient than trying to write a comment letter from scratch (as I did with the previous exposure draft).