



Landlord Letter

January 2026

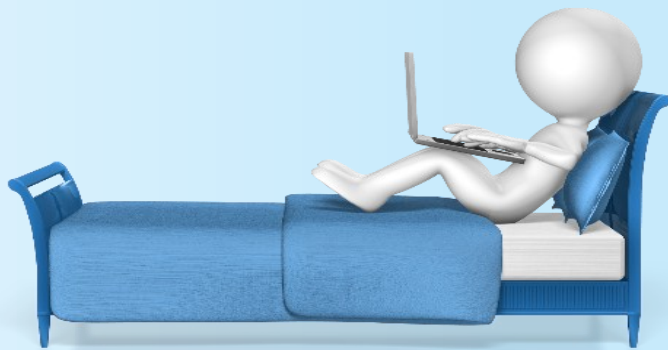
“Hey ChatGPT, My Landlord is Evicting Me, Help Me Fight It!!!”

Over the last year or so, our office has seen an explosion of tenants using ChatGPT and other AI services. ChatGPT makes it easy for tenants to respond to an eviction lawsuit or file different motions with the court. With the rise in ChatGPT, we are continuing to change and adapt. These responses sound really good, but when you look at their citations and authority, they are often off base and flat out incorrect.

First, it's important to learn how to spot these arguments from services like ChatGPT. Even the formatting (bolding, headers, bullet points, etc.) can be a pretty clear indicator that your tenant is using ChatGPT. That doesn't mean you can automatically ignore what they are saying, you need to be careful and make sure you always follow Utah law and your lease.

Also, while ChatGPT is EXTREMELY confident, it often lacks competence and accuracy. “AI Hallucinations” are where the AI service confidently provides an answer or response as if it were true, but the answer is false, nonsensical or fabricated. When we have seen ChatGPT be off, even when the user attempts to include prompts directly related to Utah law.

For example, in a recent case, the tenant made



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Happy New Year



**What people
are saying
about US!!!**

I would give them six stars if I could!

-Lindsey O.

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claims that Utah law allowed them to withhold rent based on a specific code section of the Utah Fit Premises Act. They cited to the specific code section and it sounded very convincing. However, since we practice in this area and refer to these statutes every day, we immediately saw that ChatGPT was literally making up statutes that didn't exist.

We were recently in an eviction hearing where the tenant was using ChatGPT live during the hearing. It was refreshing to see the judge struggle to follow the argument as well. When the judge saw the flaws in the argument, he kept asking the tenant for the specific citation to the law. The tenant gave the citation from ChatGPT, but the statute didn't even exist! The judge continued to push until the tenant had to admit that they were using

ChatGPT and they were flat-out wrong.

Next time you receive a response from a tenant that you think came from ChatGPT, it would be interesting to plug that response back into ChatGPT and say "I received this from a tenant that I'm considering evicting. Respond to this letter and include citations and argument based on Utah law." We think you would find an equally confident response, with equally incompetent citations and authority in your favor.

In the end, it's important to make sure that you know what the law states and you are not relying on ChatGPT for your legal arguments. Always make sure you're following Utah law and your lease to avoid problems like this.



-Attorney Jeremy M. Shorts



DOs & DON'Ts of... Security Deposits



DO — Obtain a security deposit **PRIOR** to granting occupancy. Allowing that to drag out can cause landlord/tenant relationship issues and accounting problems.



DON'T — Use the funds before your tenant has vacated the property (unless necessary). We recommend this to maintain your safety net. If you use funds, require the tenant to replace them.



DO — Keep detailed records (receipts/invoices/estimates) on any funds used from the deposit in order to have accurate accounting records.



DON'T — Use the funds for rent (i.e. last month rent). Legally this is fine, but it eliminates your safety net if they damage the property and vacate.

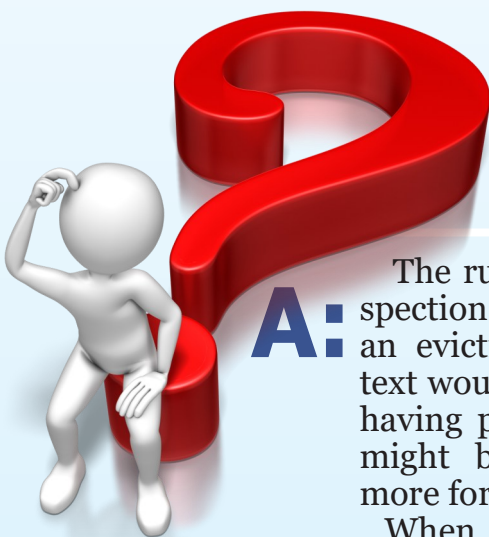


DO — Have terms in your lease agreement that clearly outline how you can handle the security deposit.



DON'T — Apply the funds to repair normal wear and tear. Landlord is responsible for normally wear and tear, the tenant is responsible for damage to the property.

Dear Attorney,



Q: I need to give my tenant a notice of inspection. What exactly is legally required to be proper notice?

A: The rules for serving a notice of inspection are not as strict as service of an eviction notice. Usually email or text would be sufficient. But if you are having problems with your tenant, it might be worthwhile to provide a more formal notice.

When serving eviction notices, the statute is very clear that they must be served either by (1) personally delivering the notice either to the tenant or a “person of suitable age and discretion” at the property, (2) posting a copy if you cannot find someone at the property, or (3) certified mail.

While serving a notice of inspection doesn’t carry these same strict re-

quirements, serving a notice of inspection this way should carry more weight. Also, this helps to create consistency when notices go to tenants.

The purpose of providing notice is to let the tenant know you need to enter and inspect. An acceptable method of service may depend on what is reasonable under the circumstances. If your lease permits notice via email or text, that should be sufficient. Or if the tenant has regularly communicated via email or text, then notice via email or text is probably sufficient.

In the end, it’s best to be reasonable and take sufficient steps to provide tenants with notice of an inspection.



Calendar of Events

- January 9 — RHA’s Good Landlord Class
- January 19 — Martin Luther King Jr. Day



Landlord Laughs – We Can’t Make This Stuff Up

In a recent case, we had finished the entire eviction and the judge had signed an eviction order . The constable then appeared at the home in order to change the locks and evict the tenant. The tenant had been given the appropriate time to move out, but failed to do so.

The constable usually makes contact and explains that the tenants need to move out or they could be charged with trespassing. That explanation usually works. But not this time.

The tenant refused to cooperate. She retreated to the bathroom and locked the door. The constable didn’t have a lot of options, so he tried deescalating the situation by talking to the tenant through the bathroom door. It seemed to be going well because he got her to open the bathroom door. But that’s

when the situation took a turn for the worse, because she opened the bathroom door WITHOUT ANY CLOTHES ON. None!

That’s odd enough, but then the tenant became belligerent and needed to be physically restrained by the constable and the police. It just so happened to be the constable’s anniversary, so he had an awkward conversation with his wife over their anniversary dinner, especially when she asked him “How was your day dear?”



Know Your Notices

• An Overview of Utah Eviction Notices •

Three Day Pay or Quit: Written notice requiring the tenant to either vacate or pay all past due rent, late fees or other amounts owed under the lease.

Nuisance: Used where your tenant’s actions have interfered with the quiet enjoyment of property from other tenants and/or neighbors.

Criminal Acts: A tenant who commits crimes that impact the property are subject to eviction.

Assigning or Subletting: If your tenant assigns or subleases your property in violation of your lease, they can be evicted.

Abandonment: Is presumed where a tenant leaves without notifying the landlord, is late on the rent, and there is no evidence they’re living there.

Lease Violations: Used to give written notice to the tenant of any ways they are violating the lease.

Unlawful Business: A tenant who is unlawfully running a business on the premises may be evicted.

Tenant At Will: Be cautious with this notice. It is used when the individual does not have any lease (written or oral) to live in the property.

Lease Termination: This notice terminates the lease. Must be served at least 15 days prior to the end of the month, unless your lease requires more time.

Waste (Damages): A tenant that damages your property is subject to a three day eviction notice.