The AI and Its Issues in Vietnam: Policy, Regulation and Cases

Nguyễn Ngọc Điện[1]
[1]Member of Académie des Sciences d'Outre-Mer
Professor at the University of Economics and Law
Vietnam National University Hochiminh city
Email: nguyenngocdien@uel.edu.vn

Abstract

This paper examines the development of artificial intelligence (AI) in Vietnam from the perspectives of public policy, legal regulation, and practical application in legal analysis. AI has rapidly expanded across economic, social, and administrative sectors in Vietnam, particularly following the COVID-19 pandemic, becoming an important driver of digital transformation and innovation. In response, the Vietnamese State has adopted a dual approach: promoting AI development as a strategic resource for economic growth while simultaneously establishing legal and ethical governance mechanisms to address risks relating to privacy, human rights, transparency, and accountability. The paper reviews the evolution of Vietnam's AI policy framework, including the National Strategy on Research, Development and Application of Artificial Intelligence to 2030 and the Artificial Intelligence Law 2025. It further explores the challenges of balancing innovation with privacy protection, emphasizing the need for risk-based regulation and human-centered governance. To illustrate the practical implications of AI in legal reasoning, the paper presents a case study involving the use of AI in the interpretation of Vietnamese housing law. Through interaction between legal expert analysis and AI-generated responses, the study highlights both the potential and limitations of AI as a legal analytical tool. The findings suggest that while AI can support legal interpretation and improve efficiency in legal research, its outputs require careful verification, critical engagement, and human judgment. The paper concludes that AI should be treated not as an autonomous legal actor but as an interactive instrument whose value depends on responsible use within the framework of law, ethics, and human oversight.

Keywords: artificial intelligence; Vietnam; AI policy; legal regulation; legal analysis; privacy protection; digital governance.

1. Introduction

The application of AI in economic and civil activities in Vietnam began to develop roughly about a decade ago. However, these activities truly expanded only after the COVID-19 pandemic, when direct person-to-person interaction in transactions was restricted or even prohibited in order to comply with measures aimed at preventing the spread of the disease.

At present, AI has penetrated and continues to penetrate all areas of social life, from production, business, and consumption to professional activities, education, scientific research, policy-making, state management, the provision of public services, and even daily living, entertainment, and leisure.

Society and the community recognize the benefits that AI brings[1]. AI helps save time and costs in intellectual activities of all kinds, from simple to complex; it also serves as an effective companion

[1] Lâm Bảo Anh, Tác động của chuyển đổi số và trí tuệ nhân tạo đến phát triển kinh tế xanh ở Việt Nam, https://www.researchgate.net/publication/392390075_Tac_dong_cua_chuyen_doi_so_va_tri_tue_nhan_tao_den_phat_trien_kinh_te_xanh_tai_Viet_Nam.

and advisor in developing solutions to problems across various fields. On the other hand, society and the community also express concerns about the negative impacts of AI on traditional values such as academic integrity and privacy.

Vietnamese lawmakers pay particular attention to the role and impacts of AI on contemporary life. They are seeking appropriate solutions that will allow the benefits of AI to be maximized in promoting economic and social development and improving the quality of life, while at the same time preventing and limiting the harmful effects of AI on the material and spiritual well-being of human beings.

2. Policy on Artificial Intelligence (AI)

The policy of the Vietnamese State regarding artificial intelligence (AI) has taken shape in the context of national digital transformation and the Fourth Industrial Revolution, which requires the restructuring of the growth model. AI is not only perceived as a new technology but also as a strategic infrastructure of the digital economy, capable of exerting far-reaching impacts on public governance, production, services, and social life. Consequently, the State's policy thinking has a dual nature: it both promotes rapid development and establishes governance mechanisms to control risks and ensure fundamental legal and ethical values.

2.1. Notable milestones in the formation and development of policy

An important milestone was the issuance by the Prime Minister of Decision No. 127/QĐ-TTg dated 26 January 2021 approving the *National Strategy on Research, Development and Application of Artificial Intelligence until 2030*[2]. This document sets the objective of making Vietnam a center for innovation and the development of AI solutions in the ASEAN region and of gradually integrating more deeply into the global value chain of digital technologies. The strategy identifies several key tasks, including the development of open data systems, the establishment of high-performance computing infrastructure, the creation of AI innovation centers, and the training of high-quality human resources.

During this period, policy was mainly developmental and enabling in nature. The State encouraged enterprises to invest in research and the commercialization of AI products, promoted cooperation between the public and private sectors, and integrated AI into national digital transformation programs. AI was considered a tool to support the construction of a digital government, administrative reform, and the improvement of public service delivery. This approach reflects the understanding that endogenous technological capacity is a decisive factor for a country's long-term competitive position.

However, as AI applications expanded, legal and ethical issues gradually became more prominent. AI systems may make automated decisions that directly affect the lawful rights and interests of individuals, ranging from recruitment and credit approval to medical diagnosis. This situation requires the State to move from a stage of encouragement to one of governance with a clear legal framework. The adoption by the National Assembly of the **Artificial Intelligence Law 2025** marked an important turning point in this process. It is the first specialized law comprehensively regulating the research, development, provision, and use of AI systems in Vietnam.

The **Artificial Intelligence Law 2025** reflects a regulatory approach based on risk assessment. Accordingly, AI systems are classified according to their level of impact on social safety, human rights, and economic order. Systems presenting high risks must meet strict requirements regarding

Typical popular publications on media: https://vinuni.edu.vn/vi/mot-so-loi-ich-va-tac-hai-cua-tri-tue-nhan-tao-mang-lai/; https://khoahoc.neu.edu.vn/vi/neu-tren-truyen-thong/cafef-vn-gs-ts-tran-tho-dat-ai-sang-tao-o-viet-nam-va-tiem-nang-kinh-te.

[2] https://vanban.chinhphu.vn/default.aspx?pageid=27160&docid=202565.

algorithmic transparency, control of input data, accountability mechanisms, and human oversight during operation. This approach is consistent with international legislative trends while being adapted to Vietnam's socio-economic conditions.

2.2.Fundamental Principles in AI Development Policy

A guiding principle throughout the State's AI policy is that **"human beings are at the center."**[3] AI is regarded as a tool that supports decision-making rather than fully replacing the role of humans in sensitive fields such as justice, healthcare, or public administration. At the same time, the law requires that the development and deployment of AI ensure non-discrimination, respect for privacy, and conformity with the ethical standards of Vietnamese society. This demonstrates that the State views AI not only from a technological perspective but also from the standpoint of safeguarding human rights and maintaining social stability.

The underlying idea is that AI is merely a tool used by humans in their interaction with the world, rather than a subject like a natural person or an entity possessing legal personality. The legal consequences of "actions" carried out by AI are therefore handled and borne by human beings.

However, it cannot be denied that AI is a special type of tool, different from traditional tools due to its ability to improve and enhance its own operational capacity. As a result, the use of AI enables humans to save effort and time. To a certain extent, AI can be considered an **active and intelligent collaborator** assisting humans in their work, particularly in intellectual labor.

Vietnam's AI policy is also closely linked to issues of **digital sovereignty and data governance**. Because AI operates on the basis of large datasets, the development of national databases, the standardization of data, and the protection of personal data become essential prerequisites. Strategies for developing domestic cloud-computing infrastructure and strengthening cybersecurity oversight are intended to ensure that Vietnam is not merely a consumer market for technology but also possesses the capacity to master core technologies.

In addition, the development of human resources is regarded as the long-term foundation of AI policy. The State encourages universities to establish academic programs in data science and artificial intelligence, promotes both fundamental and applied research, and develops mechanisms to attract experts from within the country and abroad. This reflects the view that **human capability is the decisive factor in the success of the AI strategy**, rather than technical infrastructure alone.

Overall, the State's policy on AI in Vietnam reflects a combination of **development-oriented thinking and governance-oriented thinking**. The State plays a dual role: fostering an innovation ecosystem while simultaneously establishing a legal framework to control risks and protect public interests. As AI continues to evolve rapidly, this policy will need to be adjusted flexibly; nevertheless, the core orientation remains clear—**to develop AI as a driver of economic growth and national competitiveness while ensuring that such development remains within the framework of the rule of law, ethical standards, and the protection of human rights.**

2.3. Challenges and Responses

[3] This principle is consistent with the general trend: Eliza Mik, As AI a Legal Person? In Artificial Intelligence&Intellectual Property, OxFord Academic, 2021, pp. 419-440, https://doi.org/10.1093/oso/9780198870944.003.0020

https://doi.org/10.1093/oso/9780198870944.003.0020; Brandeis Marshall, No Legal Personhood for AI, Paterns Opinions, Vol 1, Issue 7, 2020, https://doi.org/10.1016/j.patter.2023.100861; Simon Chesterman, Artificial Intelligence and the Limit of Legal Personnality, Cambridge University Press, 2020.

Reconciling the freedom to exploit artificial intelligence (AI) with the protection of privacy is one of the central issues of contemporary technology law[4]. AI develops on the basis of data; meanwhile, data—especially personal data—is directly connected to human rights and human dignity. Therefore, the challenge does not lie in choosing between development and protection, but rather in designing a legal framework capable of balancing these two interests in a reasonable and sustainable manner.

The freedom to exploit AI is first associated with the freedom of business and the freedom of scientific research. In the digital economy, data is often described as a "new resource," while AI is the tool that transforms that resource into economic value and knowledge. If policies impose excessive barriers to the collection and processing of data, innovation activities may be hindered, businesses may lose opportunities to compete, and a country risks technological lag. For this reason, the State has the responsibility to create a favorable legal environment that allows actors to freely develop and apply AI within the framework of the law.

However, privacy is a constitutional right. The 2013 Constitution affirms that everyone has the right to the inviolability of private life, personal secrets, and family secrets. This provision is further specified in the Civil Code of 2015, according to which an individual's private life and personal secrets must be respected and protected by law. In the AI environment, the risk of infringement lies not only in unlawful data collection but also in the capacity for analysis, inference, and re-identification from large datasets. AI systems can generate behavioral profiles (profiling) or predict sensitive characteristics of individuals beyond their reasonable expectations. The rapid development of AI has made the protection of personal data an urgent requirement. Decree No. 13/2023/ND-CP on personal data protection establishes principles such as purpose limitation in data processing, the requirement of data subject consent, and the assurance of information security and safety. These principles provide the foundation for reconciling the exploitation of data for AI purposes with the protection of privacy rights.

To achieve such a balance, the law must move from a prohibition-based mindset to a **risk-based regulatory approach**. Not all data-exploitation activities carry the same level of risk. AI systems that process sensitive data or that can directly affect individuals' rights and interests—such as in recruitment, credit scoring, or medical diagnosis—should be subject to stricter oversight mechanisms concerning transparency, impact assessment, and accountability. By contrast, research activities using anonymized or aggregated data may be subject to more flexible mechanisms in order to encourage innovation.

Transparency and accountability are two pillars of this balancing mechanism. Entities developing and operating AI systems must clearly inform users about the purpose, scope, and methods of data processing, while also enabling individuals to exercise their rights to access, correct, or request deletion of their data in accordance with the law. Transparency not only protects individual rights but also strengthens public trust in technology—an essential factor for the widespread acceptance of AI.

Alongside legal solutions, technical approaches such as **"privacy by design"** should be integrated from the earliest stages of system development. Anonymization, data encryption, federated learning, and secure multi-party computation allow AI to extract the value of data without

[4] Voloch, N., & Hirschprung, R. (2026). *Both Ends of Artificial Intelligence Impacting Privacy: A Review of Violation and Protection*. Frontiers in Artificial Intelligence.; Liu, Y., Huang, J., Li, Y., Wang, D., & Xiao, B. (2025). *Generative AI Model Privacy: A Survey*. Artificial Intelligence Review.; Panagopoulou, F. (2024). *Privacy in the Age of Artificial Intelligence*. Biomedical Journal of Scientific & Technical Research; Lee, H.-P., Yang, Y.-J., von Davier, T. S., Forlizzi, J., & Das, S. (2023). *Deepfakes, Phrenology, Surveillance, and More! A Taxonomy of AI Privacy Risks*.

concentrating all personal data in a single repository. When combined with technical standards and industry norms, these solutions help reduce the conflict between innovation and privacy protection.

Ultimately, reconciling the freedom to exploit AI with the protection of privacy is a dynamic process. Technology evolves faster than law; therefore, policies must remain flexible and be grounded in the principles of risk-based governance, transparency, and respect for human rights. When the freedom to innovate is placed within a framework that safeguards human dignity and private life, AI can become a driver of development without undermining the fundamental values of a rule-of-law society.

The Law on AI, adopted in 2025 and entering into force on 1 March 2026, contains principled provisions intended to shape human conduct regarding the creation and use of AI in social life. However, the approach taken by the drafters primarily reflects the perspective of **state administration and regulation**. The issues addressed mainly concern how AI should be developed and operated in a manner consistent with the protection of social order.

At the same time, AI is already being used as a tool in interactions between private persons as well as in economic activities. A series of pressing issues arise and require prompt solutions: How can the use of AI maximize labor productivity without violating ethical standards? How can the use and exploitation of AI avoid infringing privacy rights and comply with the principles of personal data protection? How can AI support creative activities without violating intellectual property rights?

In the near future, it will likely be necessary to undertake substantial reforms of the legal system, with particular attention to laws that functionally interact with AI—such as the Civil Code and the Law on Intellectual Property—so that relationships between humans and AI, as well as relationships between individuals involving AI, can be regulated in a clear and appropriate manner.

However, the law cannot resolve a very practical issue: how to improve the **accuracy and logical consistency** of information and ideas generated by AI. In reality, this problem of AI is also a problem inherent to human beings themselves. Absolute accuracy and perfect logical consistency are ideals that every individual strives for in the process of creative thinking, yet they are never fully achieved. AI, as a product of human creation, is likewise on a path of continuous self-improvement. It may be capable of improving its accuracy and logical consistency faster than ordinary individuals. Nevertheless, nothing guarantees that AI will not make mistakes, just as humans do, during its operation.

For that reason, when using AI to obtain information or develop ideas, it is essential that users remain attentive and cautious, and especially that they **double-check** information using other tools or sources whenever necessary.

3. Case: use of AI in law analysis

3.1.Content of the case

A leases an apartment to B under a contract without a fixed term. To secure the performance of the tenant's obligations – including payment of rent and minor repairs of the leased property – B pays A a sum equivalent to three months' rent to be held by A. In common practice, this amount is referred to as a "security deposit."

After living there for some time, B notices that other apartments are being offered at lower rents under comparable living conditions and therefore decides to terminate the lease contract with A and requests the return of the deposit. However, when B informs A of the intention to terminate the contract, A disagrees and asserts that under the 2023 Housing Law, in the case of a lease contract without a fixed term, only the lessor has the right to unilaterally terminate the contract. A

refuses to allow B to terminate and threatens that if B leaves unilaterally, it will constitute a breach of contract; A will retain the deposit to secure compensation for any potential damages resulting from such unilateral termination.

3.2.Relevant provisions of current law

Indeed, according to statutory law, specifically Article 171(2)(a) of the 2023 Housing Law, in cases where a residential lease contract does not specify a term, the contract terminates 90 days after the date on which the lessor notifies the lessee of the termination. Clearly, the law only recognizes the lessor's right to unilaterally terminate an indefinite-term residential lease contract and makes no mention of any corresponding right of the lessee.

3.3.Questions for the legal analyst

The questions posed to the legal analyst – who may also be a legal expert consulted by the tenant – are:

1. Why does the Housing Law not provide the tenant with the right to terminate an indefinite-term residential lease contract, as it does for the lessor?
2. If the tenant wishes to terminate an indefinite-term lease contract without forfeiting the security deposit, what should the tenant do?

3.4. Legal Analysis with the Support of AI

3.4.1. First Question:

Why does the Housing Law not provide the tenant with the right to terminate an indefinite-term residential lease contract, as it does for the lessor?

3.1.1 AI's Answer

This question touches upon the policy structure of Vietnam's Housing Law and its differences compared to certain other legal systems. I (AI) will analyze it from three perspectives.

3.1.1.1 General principles in the Housing Law

The 2014 Housing Law (Article 132) and the 2023 Housing Law[5] both provide that if a residential lease contract does not specify a term, the lessor has the right to unilaterally terminate the contract, provided that prior notice is given to the lessee within a certain period (typically 90 days)[6]. There is no corresponding provision granting the lessee the right to terminate at any time. Thus, the law recognizes only one side – the lessor.

3.1.1.2 Policy reasons

This may be explained from several perspectives.

First, protection of housing market stability and the interests of the lessor. The tenant is often in a weaker financial position and may easily "leave" at any time. If the law were to grant the tenant an unrestricted right to terminate an indefinite-term contract, the contract would become highly unstable, with risk shifted entirely to the lessor. Therefore, the law effectively requires the tenant to commit to a definite term if the tenant wishes to retain flexibility in termination.

Second, encouragement of clarity at the time of contracting. The Housing Law seeks to promote clear agreement on the lease term from the outset rather than allowing indefinite arrangements to persist. If both parties could cancel at any time, an indefinite-term contract would lose its legal significance and effectively become a contract "at will."

Third, balance with the "ownership" right of the lessor: Housing is property attached to land and has high value. Vietnamese law tends to protect the owner's right of disposition (the lessor) more than the tenant's freedom to terminate the contract.

[5] AI cited the wrong provision of the 2014 Housing Law: in fact, it should be **Article 131**. As for the **2023 Housing Law**, the citation is incomplete because it does not refer to a specific article; it should be **Article 171**.

[6] It is not 'usually' as the AI suggested, but **exactly 90 days**; this is the **statutory time limit prescribed by law.**

3.1.1.3. Academic remarks

In many legal systems (France, Germany), the tenant is usually allowed to terminate an indefinite-term lease with reasonable notice (préavis / Kündigungsfrist).

Vietnamese law leans more toward protecting the owner than the tenant. This may give rise to debate regarding contractual equality and the constitutional principle that "all entities are equal before the law."

In summary, the Law on Housing does not allow the tenant to terminate an indefinite-term lease in the same way as the lessor, mainly for policy reasons such as protecting owners, stabilizing the market, and encouraging parties to clearly determine the lease term. However, from a theoretical perspective, this is also a controversial point because it may lead to an imbalance of rights in the housing lease relationship.

3.1.2. Expert commentary

The AI's explanation contains many forced arguments.

First, it must be understood that a lease contract only transfers the right to use from the owner to the tenant, not full ownership: the lessor remains the owner. The exercise of the tenant's leasing right and the right to terminate the contract does not affect the lessor's ownership. The lessor may even transfer ownership of a house that is being leased[7]. The lease contract creates a form of civil fruits attached to the leased property, namely rent. As long as the tenant continues leasing, the lessor has the opportunity to collect this civil fruit. However, from a practical perspective, this cannot be a reason for the law not to allow the tenant to terminate an indefinite-term housing lease without the lessor's consent: if one person stops renting, another person can rent instead.

Second, under Article 474(2) of the Civil Code, built within the general framework of property lease law: "Where the parties do not agree on the lease term and the lease term cannot be determined according to the purpose of the lease, each party has the right to terminate the contract at any time, provided that reasonable prior notice is given to the other party."

When regulating termination of indefinite-term housing leases, the Law on Housing mentions the termination right of the lessor but does not affirm that the tenant lacks such a right. Therefore, it may be acknowledged that the drafters omitted the tenant when addressing termination of indefinite-term housing leases, rather than intending to deny the tenant the right to unilaterally terminate by using a special law to negate the general law. Logically and for clarity, if a special law intends to override a general law, it must clearly provide a contrary rule, rather than merely "ignoring" the general law's provision.

Moreover, the AI itself noted the difference between Vietnamese law and the law of some countries such as France and Germany on this point[8], and warned about the possibility that the provision of

[7] But the right of first refusal of the tenant must be respected in the case where the rental house is put up for sale: Housing Law, Article 168, Clause 1.

[8] Article 1736 French Civil Code BLDS Pháp: Les parties peuvent mettre fin au bail à tout moment avec un **préavis conforme à l'usage** ou aux **stipulations du contrat** (The parties have the right to terminate the contract at any time by giving notice in accordance with customary practice or as agreed in the contract.)

German law provides even more detailed and stringent rules regarding the unilateral right to terminate an open-ended residential lease, based on the principle of prioritizing the protection of the tenant's interests.

Specifically, under Section 542(1) of the **BGB**, a lease of property without a fixed term ends according to the statutory provisions on notice. The legal provisions on notice are set out in Section 573c, which stipulates that any party wishing to terminate the contract must give the other party at least three months' notice; if the lease has lasted between five and eight years, the landlord must give at least six months' notice; and if the lease has lasted more than eight years, nine months' notice is required

the Law on Housing could be considered inconsistent with the principle of equality among contracting parties established in the fundamental law. This shows that the AI was not entirely confident in its own position and reasoning.

3.2. Second question: What must a tenant do if they wish to terminate an indefinite-term housing lease?

3.2.1. AI's response

Where the lease does not specify a term, but the Law on Housing does not grant the tenant the right of unilateral termination, then legally the tenant wishing to terminate must resort to "indirect routes."

3.2.1.1. Agreement with the lessor

This is the most orthodox and simplest route. The tenant may propose early termination, negotiate release from obligations, and the parties draw up a contract liquidation record, hand over the house, and end the relationship.

3.2.1.2. Termination based on statutory grounds

Under Article 132 of the 2014 Law on Housing (and Article 158 of the 2023 Law on Housing)[9], a housing lease may terminate in cases such as:

- The leased house no longer exists (demolished, severely damaged, subject to recovery or clearance, etc.);
- The tenant dies or loses legal capacity and no one continues the lease;
- The parties agree to terminate.

Among these, "agreement of the parties" is the ground the tenant may proactively seek.

3.2.1.3. Unilateral termination due to the lessor's breach

If the lessor breaches the contract, for example by failing to ensure stable use, not repairing serious damage, or interfering with lawful use, the tenant has the right to unilaterally terminate and claim damages (pursuant to Article 428 of the 2015 Civil Code and specific contractual provisions)[10].

3.2.1.4. Legal drafting techniques to protect the tenant

In practice, although the law does not expressly allow it, the parties may proactively include a clause in the contract, such as: "The tenant has the right to terminate early, provided that X months' prior notice is given." This clause is lawful because it is not prohibited. If the contract has already been signed without such a clause, the only solution is to negotiate a supplementary annex.

In summary, if wishing to terminate an indefinite-term lease, the tenant cannot unilaterally do so (because the law does not allow it), but must either:

- Reach agreement with the lessor; or
- Rely on statutory grounds for termination (e.g., the lessor's breach or force majeure events).

3.2.2. Expert commentary

The AI "attempts" to find solutions on the basis of respecting Article 171(2) of the Law on Housing, according to which the tenant does not have the right to unilaterally terminate the housing

[9] AI cited the wrong legal provision: the rules on terminating a residential lease are set out in the **2023 Housing Law, Article 171**, not Article 158.

AI also misrepresented the content of the provision. Article 171, paragraph 2(d), states that one of the grounds for terminating an open-ended residential lease is that the tenant is an individual who has died or has been declared missing by a court (not declared legally incapable), and there is no one living with them (not that there is no one continuing the lease)

[10] AI seems unaware that this provision of the general law has been concretized for application to residential leases in **Article 172 of the Housing Law**

lease. The AI's position is that, in the absence of a provision allowing unilateral termination by the tenant in an indefinite-term housing lease, the tenant must use the path of agreement with the lessor to achieve their objective.

What is surprising is that although capable of linking various legal provisions in its analysis, the AI did not consider provisions that open opportunities for the tenant to independently decide the fate of the indefinite-term housing lease without relying on the lessor's goodwill. A typical example is Article 6 of the Civil Code, which allows the application of analogy of law where legislation does not provide a rule and no customary norm governs the relationship. The AI assumes that Article 171 of the Law on Housing is not defective but reflects a clear legislative intention to recognize the termination right only for the lessor and not for the tenant.

Nevertheless, one may acknowledge the AI's effort to search for informational material to build arguments and reasoning in defense of its view. Thus, the analyst may stimulate interaction and debate with the AI by proactively raising issues, thereby assessing the AI's ability to defend its position.

3.3. Interaction and debate with the AI

3.3.1. Step 1

3.3.1.1. Expert's position

Provision on application by analogy. Article 6(1) of the Civil Code, as mentioned, allows the application by analogy of legal provisions governing similar civil relationships where the parties have no agreement, the law provides no rule, and no custom applies. Why not apply by analogy, based on the principled rule in Article 6 of the Civil Code and the constitutionally established principle of equality among legal subjects, to recognize that if the lessor has the right to unilaterally terminate the contract, the tenant should have the same right?

3.3.1.2. AI's Response

Your question in fact touches on a major theoretical issue in legislative technique: when a specialized statute provides for asymmetrical rights, is it possible to "draw upon" the general principles in the Constitution and the Civil Code (BLDS) to restore balance?

I (AI) will analyze this in layers as follows.

Principles in the Constitution and the Civil Code. The 2013 Constitution provides in Article 16: "All persons are equal before the law." Article 3 of the 2015 Civil Code concretizes this constitutional rule: the establishment of civil relations must ensure equality, freedom, goodwill, and honesty. Furthermore, Article 6 of the Civil Code stipulates that where the Civil Code does not provide and other laws also do not provide, analogy of law, custom, and equity may be applied. Following this logic: if the Law on Housing recognizes a unilateral right only for the lessor, this appears to contradict the principle of equality. So can "analogy of law" be applied to recognize a symmetrical right for the lessee?

Why does the legislature (the Law on Housing) not grant the lessee a symmetrical right? There are two possible explanations.

First, legislative intent. The Law on Housing is a specialized statute that has chosen a policy of protecting the lessor (the owner). The policy argument is: if both parties have the unilateral right to terminate an indefinite-term contract, then the contract would become almost meaningless. The law intends to require the lessee either to agree on a definite term or to accept dependence on the will of the lessor.

Second, the principle *lex specialis derogat legi generali*. When the Law on Housing has provided specifically (granting the right only to the lessor), the general principle of equality in the Civil Code or the Constitution does not automatically override it, unless there is a ruling of a

Constitutional Court (if Vietnam had one). In practice, courts often invoke the principle that specialized law prevails (Article 4 of the Civil Code 2015).

Can Article 6 of the Civil Code be invoked to "infer a symmetrical right"? In theory, one may argue that because the Law on Housing does not provide that the lessee has the unilateral right to terminate, this constitutes a "legal gap." In that case, Article 6 of the Civil Code would allow application by analogy, thereby recognizing the lessee's right subject to reasonable prior notice.

However, if a court considers that the Law on Housing intentionally excluded this right, then it would not be seen as a "legal gap" but as a deliberate policy choice. In that situation, Article 6 of the Civil Code cannot be used by analogy to reverse legislative intent.

Constitutionality – the principle of equality. From an academic perspective, one could argue that recognizing the right only for the lessor but not for the lessee violates the constitutional principle of equality.

However, in practice, Vietnam does not have an independent constitutional review mechanism (such as the Federal Constitutional Court or the Conseil constitutionnel), so there is no legal channel to declare a provision of the Law on Housing unconstitutional.

Therefore, courts and law-applying authorities will implicitly consider the Law on Housing to be a specialized, constitutional norm and apply it as written.

Conclusion. In theory, it is entirely possible to invoke Article 6 of the Civil Code and the constitutional principle of equality to argue that the right to terminate an indefinite-term contract should be recognized symmetrically for both lessee and lessor. This is a strong academic line of reasoning.

In practical application, however, adjudicating bodies will prioritize the specialized statute over the Civil Code and treat this not as a "gap" but as legislative intent. Consequently, it would be difficult for a lessee to prevail if unilaterally terminating the contract based solely on the principle of equality and analogy of law.

3.3.1.3. Expert Commentary

AI adopts the position that "specialized law overrides general law" to conclude that in this case analogy of law cannot be applied to recognize the lessee's unilateral right to terminate an indefinite housing lease as enjoyed by the lessor. However, AI itself emphasizes that specialized law negates general law only when the legislature has intentionally provided otherwise.

Reasonably, the "intent" of the legislature must be expressly manifested in the specialized statute if it aims to restrict a right already clearly recognized in the general law. More specifically, in the present case, if the law does not recognize the lessee's unilateral right to terminate, it should clearly provide that the lessee does not have such a right.

It is noteworthy that AI repeatedly highlights a tendency observed in practice—particularly in judicial practice—to treat specialized law as superior to general law, without distinguishing between general-law provisions that are default or flexible in nature and those that are mandatory and do not permit contrary or exceptional rules, even rules of an opposite principle, in specialized statutes.

If such a tendency indeed exists, the State should correct this perception among legal practitioners to avoid the risk of disrupting the hierarchy of legal norms. There is a danger that a general law is enacted, and thereafter authorities treat it as a target, striving to craft specialized laws as "bullets" aimed at that target—viewing this as a way to demonstrate the distinctiveness of their regulatory sector. Ultimately, the general law may be sidelined in all matters falling within the competence of specialized legislation. If specialized regulatory domains cover the entirety of social life, the general law risks being completely neutralized.

3.3.2. Step 2

3.3.2.1. The Expert's Position

Application of general law where the specialized law does not clearly provide otherwise. According to Article 474(2) of the 2015 Civil Code, concerning lease contracts in general: where the parties do not agree on the term of lease and the term cannot be determined, each party has the right to terminate the contract at any time, but must notify the other party within a reasonable period.

The Law on Housing does not expressly deny this right to the lessee. Moreover, Article 4(2) of the Civil Code provides that where other relevant laws do not regulate the matter, the provisions of the Civil Code shall apply.

3.3.2.2. AI's Response

You are raising an extremely important point about legislative coordination. Let me (AI) analyze the logic.

Provision of the Civil Code. Article 474(2) of the 2015 Civil Code states: "Where the parties do not agree on the lease term and the term cannot be determined, each party has the right to terminate the contract at any time, but must notify the other party within a reasonable period."

Thus, under general law, if a lease contract is of indefinite duration, both lessee and lessor have the right to terminate it, provided reasonable prior notice is given.

Provision of the Law on Housing. Article 131 of the 2014 Law on Housing and Article 171 of the 2023 Law on Housing provide that, in case of an indefinite-term lease, only the lessor is expressly granted the unilateral right to terminate (subject to prior notice), without mentioning the corresponding right of the lessee. The issue is that the Law on Housing does not explicitly state that "the lessee has no right to terminate," but remains silent.

Coordination between the Law on Housing and the Civil Code. Article 4(2) of the 2015 Civil Code provides: "Where other relevant laws do not provide, the provisions of this Code shall apply."

This means that if the Law on Housing regulates only one side (the lessor) but does not regulate the other side (the lessee), there is a solid legal basis to "bring in" Article 474 of the Civil Code for application.

Practical and academic perspectives. From an academic perspective, one may argue that the Law on Housing has not expressly denied the lessee's right, and therefore this cannot be interpreted as an exclusionary intent. Accordingly, pursuant to Article 4(2) of the Civil Code, Article 474(2) should apply to ensure balance of rights and obligations. This interpretation harmonizes specialized law and general law.

From a practical judicial perspective, courts may reason that the Law on Housing contains specific regulation and therefore prevails (based on the principle *lex specialis derogat legi generali*). Nevertheless, if the Law on Housing regulates only the lessor's side, there remains room for argument: it is not a complete specialized regime but a partial one, and thus may be supplemented by the Civil Code.

Conclusion. Under a conservative interpretation: the Law on Housing, as a specialized statute, intentionally allows only the lessor this right, so Article 474 of the Civil Code cannot apply to the lessee.

Under a progressive, equality-oriented interpretation: the Law on Housing regulates only one side (the lessor), and does not prohibit the lessee's right. Therefore, the Civil Code may supplement it.

The second approach aligns more closely with the constitutional principle of equality (Article 16 of the 2013 Constitution) and with the coordination mechanism between general and specialized law under Article 4(2) of the Civil Code.

3.3.2.3. Expert Commentary

Ultimately, through proactive and guided interaction, the analyst led the AI to acknowledge that it had adopted a conservative attitude in reading and interpreting the law. Some may worry that this was merely a matter of rhetorical maneuvering by the analyst to steer the AI toward his or her own viewpoint. To dispel such concerns, it is essential for the analyst to clearly identify the shortcomings in the AI's reasoning and to alert the AI to tendencies toward extreme reasoning (for example, the unconditional negation of general law by special law), as well as one-sided analysis (such as overlooking or failing to examine directly relevant legal provisions).

To a certain extent, the interaction and debate between the expert and the AI during the legal analysis process resembles a struggle to pull the AI away from a mechanical, cold, partial, and even biased mode of thinking, and to bring it into a space of living reality—where reasoning and action are guided by fairness and equity.

4. General Observations and Lessons Learned

It cannot be ruled out that the data absorbed by the AI from Vietnamese-language sources may include materials produced by those who adhere to the view that specialized laws should be constructed as completely isolated "islands," detached not only from general law but also from all other specialized laws. Under such a conception, the regulatory subject matter of a specialized law is effectively "imprisoned" within its own legal framework. However, if a legal analyst possesses sufficient knowledge, sensitivity, and sound judgment, he or she can guide the AI out of an extreme intellectual ecosystem toward a more open and "progressive" perspective—indeed, as the AI itself may ultimately acknowledge.

Another important, technical point is the need for vigilance regarding inaccurate information provided by AI in legal analysis. AI frequently cites incorrect statutory provisions within a legal document, and the contents of such provisions may also be inaccurately described. The errors identified above serve as examples. The causes of these inaccuracies remain unclear: they may stem from technical processing errors within the AI system itself, or from inaccuracies contained in the materials and data it has absorbed. Some argue that using a paid AI service would enhance the reliability of information and the persuasiveness of analysis. However, there is no guarantee of absolute accuracy in the information supplied by AI, nor of the correctness or normative validity of its opinions.

Therefore, before relying on information generated by AI—especially with respect to references to legal texts, scholarly works, journal articles, or the contents of such materials—it is necessary to conduct a double check by comparing them with original (primary) sources. As for the opinions advanced by AI, users should engage in dialogue, present differing or even opposing viewpoints of substantive quality, and thereby test the AI's capacity to refine and improve its reasoning.

Finally, the lesson to be drawn is that AI may be used in legal analysis, but only with the mindset that it is an interactive and debatable subject. One must never be passive, dependent, or allow oneself to be led unilaterally by AI. In the legal analysis described above, the analyst's task resembles that of debating an opponent: persuading the AI to accept one's position with genuine conviction. Such an outcome cannot be achieved unless the analyst possesses sufficient knowledge, intellectual rigor, and a clear, well-founded viewpoint—together with the determination and ability to defend that viewpoint.

REFERENCES

Busuioc, M. (2021). Accountable artificial intelligence: Holding algorithms to account. Public Administration Review, 81(5), 825–836. https://doi.org/10.1111/puar.13293

Dignam, A. (2020). Artificial intelligence, tech corporate governance and the public interest regulatory response. Cambridge Journal of Regions, Economy and Society, 13(1), 37–54. https://doi.org/10.1093/cjres/rsaa002

European Union. (2024). Artificial Intelligence Act. Brussels: European Parliament and Council of the European Union.

Gacutan, J., & Selvadurai, N. (2020). A statutory right to explanation for decisions generated using artificial intelligence. International Journal of Law and Information Technology, 28(3), 193–216. https://doi.org/10.1093/ijlit/eaaa016

Government of Vietnam. (2013). Constitution of the Socialist Republic of Vietnam. Hanoi: National Assembly of Vietnam.

Government of Vietnam. (2015). Civil Code of the Socialist Republic of Vietnam No. 91/2015/QH13. Hanoi: National Assembly of Vietnam.

Government of Vietnam. (2023). Decree No. 13/2023/ND-CP on Personal Data Protection. Hanoi: Government of the Socialist Republic of Vietnam.

Koulu, R. (2020). Proceduralizing control and discretion: Human oversight in artificial intelligence policy. Maastricht Journal of European and Comparative Law, 27(6), 720–735. https://doi.org/10.1177/1023263X20978649

Lewis, D., & Moorkens, J. (2020). A rights-based approach to trustworthy AI in social media. Social Media + Society, 6(3). https://doi.org/10.1177/2056305120954672

Mantelero, A. (2020). Legal and human rights issues of AI: Gaps, challenges and vulnerabilities. Journal of Responsible Technology, 4, 100005. https://doi.org/10.1016/j.jrt.2020.100005

Ministry of Public Security of Vietnam. (2023). Regulatory Framework on Personal Data Protection and Data Governance in Vietnam. Hanoi.

National Assembly of Vietnam. (2014). Law on Housing No. 65/2014/QH13. Hanoi: National Assembly of Vietnam.

National Assembly of Vietnam. (2023). Law on Housing No. 27/2023/QH15. Hanoi: National Assembly of Vietnam.

National Assembly of Vietnam. (2025). Artificial Intelligence Law. Hanoi: National Assembly of Vietnam.

OECD. (2019). OECD Principles on Artificial Intelligence. Paris: OECD Publishing.

OECD. (2023). OECD Framework for the Classification of AI Systems. Paris: Organisation for Economic Co-operation and Development.

Prime Minister of Vietnam. (2021). Decision No. 127/QĐ-TTg dated 26 January 2021 approving the National Strategy on Research, Development and Application of Artificial Intelligence until 2030. Hanoi: Prime Minister's Office.

Sartor, G. (2020). Artificial intelligence and human rights: Between law and ethics. Maastricht Journal of European and Comparative Law, 27(6), 705–719. https://doi.org/10.1177/1023263X20981566

UNESCO. (2021). Recommendation on the Ethics of Artificial Intelligence. Paris: UNESCO.

Verheij, B. (2020). Artificial intelligence as law. Artificial Intelligence and Law, 28(2), 181–206. https://doi.org/10.1007/s10506-020-09266-0

Wirtz, B. W., Weyerer, J. C., & Sturm, B. J. (2020). The dark sides of artificial intelligence: An integrated AI governance framework for public administration. International Journal of Public Administration, 43(9), 818–829. https://doi.org/10.1080/01900692.2020.1749851

World Economic Forum. (2023). AI Governance Alliance: Generative AI Governance Framework. Geneva: WEF.